

**THE MANAGING DIRECTOR, TAMIL NADU MSME TRADE AND INVESTMENT
PROMOTION BUREAU (M-TIPB)**

MSME DEPARTMENT, GOVERNMENT OF TAMIL NADU

1st Floor, SIDCO Corporate Office Building, Guindy, Chennai - 600032

RfP. No. 325/MTIPB/2021 dated 26th October, 2021

Letter of Invitation

Subject: Request for Proposal (RfP) for Preparation of a Detailed Project Report (DPR) for establishment of a Petrochemical cluster in Tamil Nadu.

Dear Sir/ Madam,

The "**Authority**": **the General Manager, M-TIPB, Government of Tamil Nadu**, through the current Request for Proposal (**RfP**) intends to select,

Individual firm (Consultant) for the,

Project: Preparation of a Detailed Project Report (DPR) for establishment of a Petrochemical cluster in Tamil Nadu for

Purpose: understanding the modalities of establishing/ enlarging the existing MSMEs in the context of enhancement of the capacity of IOCL-CPCL refinery at Nagapattinam in the

Territory: of the Indian State of Tamil Nadu, following the

Quality and Cost Based Selection (QCBS) through the end-to-end electronic-Bid facility provided by the ISN-Electronic Tender Services Pvt Ltd, a licensed Application Service Provider of ElectronicTender® (ETI) on the portal <https://www.bharat-electronictender.com> as per timelines given in the schedule below.

The bidders responding to this RfP need to pay Earnest Money Deposit according to the schedule in the Request for Proposal.

RfP process for the Authority shall be valid even if there is only one qualified bidder, provided that the bidder qualifies according to the criteria stated.

Schedule of the selection process and on-boarding of the Consultant

All times are in Indian Standard Time (IST) and no exceptions will be made for late submissions. The Authority will endeavor to follow the schedule below:

Sl.	Description of milestones	Latest by
1	Date of Invitation for bids	26-Oct-2021
2	Pre-bid meeting (PBM) on the e-bid portal	03-Nov-2021 No queries will be entertained (through e-mail also) beyond 08-Nov-2021 in any case.
3	Due date & time for downloading the bid documents	One hour before BDD
4	Bid Due Date (BDD) & time for submission of bids	11-Nov-2021 (2 PM)
5	Date of opening of Technical Bid	BDD (3 PM)
6	Presentation to panel of experts	18-Nov-2021 (10 AM onwards)
7	Date of opening of Financial Bid	19-Nov-2021 (11 AM)
8	Date of finalising successful bidder after negotiations	3 working days from opening financial bid
9	Communication to successful bidder and commencement of work	7 working days from opening financial bid
10	Issue of work order to successful bidder	7 working days from opening financial bid
11	Signing of agreement	30 calendar days from opening of financial bid
12	Submission of bank guarantee	15 calendar days from signing of Agreement
13	Period of engagement	6 months from the issue of work order
14	Bid validity	One year from the BDD
15	EMD to be paid on e-bid portal	INR 100,000
16	Bank Guarantee	5% of the finally negotiated financial proposal
17	E-bid portal	https://www.bharat-electronictender.com

Bidders are invited to participate in the same and submit Technical Proposals (termed as the "Proposal"), in English language for the aforesaid Project in accordance with this RfP which is attached to this letter/ uploaded on the e-bid platform. The Proposals must remain valid for a period of 12 months after the proposal submission deadline or Bid Due Date. During this period, the Bidder is expected to keep available the Team members proposed for the Project. The Authority will make its best effort to complete the process within this period. If the Authority wishes to extend the validity period of the Proposals, it may ask the Bidders to extend the validity of their Proposals for a stated period. Bidders, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals and withdraw their Proposals without consequences.

Material deficiencies in providing the information requested or incomplete Applications/

Proposals may result in rejection of a Proposal. Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Bidders should familiarize themselves with the Letter of Invitation and the RfP and the local conditions and take them all into account while preparing their Proposals. The Authority shall not be responsible for any lack of information or lack of clarity in the RfP in this regard. The comments and suggestions provided by the Bidder on the RfP/Terms of Reference are not binding and shall not affect the proposal unless the Authority issues a corrigendum or addendum on the e-bid platform.

Bidders must fulfil the following prerequisites:

Sl.	Pre-Qualification (PQ) Criteria
1	Bidder should be registered in India under the Companies Act/ LLP Act and should have been in existence for at least 10 years on the date of publication of tender.
2	Bidder should have carried out at least three studies related to the setting up of a cluster/ corridor/ park, each study worth at least Rs. 25 Lakh in any of the past 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21).
3	Bidder should have completed at least one consulting project in the 'relevant sector' with a Central/ State Government department/ entity/ undertaking in any of the past 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21).
4	Bidder should have a minimum average turnover of Rs. 50 Cr. (audited) in the previous three financial years (FY 18-19, FY 19-20, FY 20-21).
5	The Bidder should not have been blacklisted by Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments as on bid submission date.
6	EMD/ Bid Security should be submitted for Rs. 1,00,000/- through NEFT and details given on the e-bid portal.

The bidding documents can be downloaded free of cost on the e-bid portal by bidders registered on the portal <https://www.bharat-electronictender.com>. The details for registering on the portal are given in Appendix IV.

- Interested bidders shall submit the response to the RfP in the prescribed format on bid due date on the e-bid portal only as this is an end-to-end electronic bid.
- A pre-bid meeting is proposed on the e-bid portal on the date(s) stated above.
- The duly filled bids in proper format shall be submitted online on the e-bid portal only as indicated below:
 - Technical Proposal and Earnest Money Deposit (EMD)/ Bid Security (refundable).
 - Financial Proposal.
- Proposals received without evidence of Earnest Money Deposit (EMD)/ Bid Security will not be opened and will be summarily rejected.

- The last date for submitting the bids is the Bid Due Date.
- All amendments, addenda/ corrigenda, clarifications etc., will be uploaded on the e-bid portal only and will not be published or communicated otherwise. The bidders should regularly visit the e-bid portal to keep themselves updated regarding this RfP.

Bidders are requested to submit their Proposal strictly in the formats provided as part of this RfP on the e-Bid platform only in English. No proposal shall be manually or physically received. Bidders shall bear all costs associated with preparation and submission of their proposals. The Authority will evaluate only those Proposals that are complete in all respects. Any supporting documents submitted by the Bidder with its Proposal or subsequently, in response to any query/ clarification from Authority shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

If any of the dates mentioned in this document coincide with Govt. holidays or any delays are caused on account of technical reasons (technology/ internet issues) because of which the portal is not functioning as acknowledged by the Authority in its sole and final discretion, the next working day will be considered as a scheduled date for the relevant milestones.

All bidders should be registered on the e-bid portal using a Class 3 Digital Signature Certificate (DSC) at their own cost for participation in this bid and the PBM.

Empanelment of Bidders/ Experts: The bids received may be used for empanelling the firm and individual experts by the Authority, at its sole discretion for similar or like assignments or for the implementation phase of this project or similar projects.

In case of empanelment of firm, the empanelment will be on the basis of the quality of the bids submitted. Therefore, for future projects, the empanelled firm can bring in experts with similar profiles and man-month rates but in the fields/ sectors relevant for the specific future project. The Authority may empanel from within up to the top five bidders that are technically qualified.

Empanelment (of firms and experts) is based on the premise that all entities (firms or experts) empanelled voluntarily agree to match the lowest price of the winning bidder, after negotiations if any, in the given procurement processes or his/ their own quoted price, whichever is lower.

In case of empanelment of experts, each expert will be empanelled on an individual basis. The empanelment decisions may be taken soon after signing of the relevant contract. However, in exceptional cases, the Authority reserves the right to make the empanelment decision at the end of the project period.

The empanelment period is expected to be five years, i.e., upto FY 25-26. Empanelment will be with an annual price escalation of up to 5% on the man-month rate quoted.

Empanelment will be on the discretion and decision of the Tender Accepting Authority. The assignment of any work in the future to the empanelled firms/ experts and the order of such assignment shall be based solely on the discretion of the Tender Accepting Authority.

Thanking you,
Yours faithfully,

Sd/-

The General Manager, M-TIPB,
Government of Tamil Nadu.



REQUEST FOR PROPOSAL

RfP No: 325/MTIPB/2021

Request for Proposal for Preparation of a Detailed Project Report (DPR) for establishment of a Petrochemical cluster in Tamil Nadu

MSME Trade and Investment Promotion Bureau (M-TIPB)

1st floor, SIDCO Corporate Office Building,
Thiru VI Ka Industrial Estate, Guindy, Chennai-600032.
Phone: 044-29530112/ 29530113/ 29530114;
E-Mail: gm@tnmtipb.in

Issued on: October 26, 2021



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Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for the Authority to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RfP document.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for the consultancy.
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Introduction

The Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB) was established as an autonomous body by the TN MSME Department to internationalize MSMEs from Tamil Nadu and to promote global partnerships and investments in the sector. This was done vide G.O. MS No. 8, of the MSME Department, dated 24-Jan-2019. The Bureau is registered under the Tamil Nadu Societies Registration Act and is responsible for performing promotional, facilitative, directive and collaborative functions for MSMEs in Tamil Nadu. M-TIPB shall also play a key role in conceptualising and brainstorming on all developmental interventions of the MSME department.

The petrochemical industry of Tamil Nadu has been one of the mainstays of the state's economic progress over many years. The discovery of petroleum reserves in the Cauvery delta gave the industry a great impetus in the last few decades. The scope for value addition in the sector is huge and hence the Micro, Small and Medium enterprises (MSMEs) located in the vicinity have a great opportunity to grow by being ancillary to the larger enterprises.

Recently, IOCL-CPCL have announced that they are enhancing the capacity of the Nagapattinam refinery to a planned capacity of 9 million metric tonne per year which is an almost nine times expansion. This project comes with an investment of more than Rs. 35,000 crores and is set to be completed in the next 48 months (work started in September 2021). An ecosystem in the form of a petrochemical cluster will facilitate micro, small and medium enterprises in the region to act as ancillary units to this plant as well as to the associated larger enterprises in the ecosystem. This cluster should eventually mature to become a self-sustaining ecosystem of MSMEs which can cater to the needs of the refinery.

It is in this context that MTIPB seeks to appoint a consultant to carry out a study to understand the modalities of establishing new/ enlarging the existing MSMEs in the ecosystem of the refinery. The role of the Consultant in preparing a DPR to establish a petrochemical cluster has been detailed in the Terms of Reference (Section 5) of this document. M-TIPB invites proposals from eligible bidders for selection and appointment as a Consultant for the preparation of a Detailed Project Report (DPR) for the same.

Section 2. Instructions to Bidders (ITB) and Data Sheet

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.</p> <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) "Authority" means Tender inviting authority i.e., General Manager of MSME Trade and Investment Promotion Bureau (M-TIPB).</p> <p>(d) "Bidder" means an individual firm.</p> <p>(e) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Authority under the Contract.</p> <p>(f) "Contract" means a legally binding written agreement signed between the Authority and the successful Bidder and includes all additional documents as may be specified by the Authority.</p> <p>(g) "Data Sheet" means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(h) "Day" means a calendar day.</p> <p>(i) "E-bid portal" means https://www.bharat-electronictender.com.</p> <p>(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.</p> <p>(k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.</p> <p>(l) "Non-Key Expert(s)" means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(m) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(n) "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p> <p>(o) "ITB" (this Section 2 of the RfP) mean the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(p) MSME means an industry defined and classified as follows:</p>
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	<p>i. A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.</p> <p>ii. A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.</p> <p>iii. A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.</p> <p>accepted to be in effect from 01.07.2020.</p> <p>(q) "Proposal" means the Technical Proposal of the Consultant.</p> <p>(r) "RfP" means this Request for Proposal prepared by the Authority for the selection of Consultant.</p> <p>(s) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(t) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected outcomes.</p> <p>(u) "Relevant Sector" means Petrochemical refining, and processing of direct by-products of a refinery and all processes/ processing in the petrochemical refinery value chain.</p>
<p>2. Introduction</p>	<p>2.1 The Authority named in the Data Sheet intends to select a Bidder in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Bidders are invited to submit a Technical Proposal for the project named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected/ successful Bidder.</p> <p>2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Bidder's expense.</p> <p>2.4 This tender is governed by the provisions of the Tamil Nadu Transparency in Tenders Act 1998 and the Rules thereunder. Any bidder aggrieved by any order passed by the Authority, under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt. No appeal shall be preferred while the tender is in process until the tender is finalized and letter of award is issued by the Authority.</p>

<p>3. Conflict of Interest</p>	<p>3.1 The Bidder is required to provide services, at all times holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work as per the Integrity and Avoidance of Conflict-of-Interest Pact as per Appendix V to this RfP.</p> <p>3.2 The Bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting projects</p>	<p>(i) <u>Conflict among projects</u>: A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.</p>
<p>b. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Authority's staff</u>: a Bidder (including its Experts) that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the Data Sheet and make available to all Bidders together with this RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.</p>
<p>6. Eligibility</p>	<p>6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments.</p>

	6.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts (declared or not), and/or their employees meet the eligibility requirements as established in this document.
	6.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Authority. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.
	6.4 Serving government officials and civil servants in India are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.

B. PREPARATION OF PROPOSALS

7. General Considerations	7.1 In preparing the Proposal, the Bidder is expected to examine the RfP in detail. Material deficiencies in providing the information requested in the RfP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Authority shall be written in the language specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Earnest Money Deposit	11.1 Every bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Request for Proposal. 11.2 Form of EMD: The EMD will be paid through NEFT from bidder's branch or online through NEFT and a scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer will have to be submitted as per template provided in Appendix IA.

	<p>Other details required to be furnished by the bidder as part of Appendix IA of the RfP with respect to EMD are as below:</p> <ul style="list-style-type: none"> • Proof of EMD paid: scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer. • The details given in the following format typed against purpose/ comments/ subject: Petrochemical cluster-EMD-bidder name. • Bidder's Bank details <ul style="list-style-type: none"> • Bank name: • IFSC code: • Bank Account Name: • Bank Account number: • Transaction Reference number: • If the EMD has to be returned after the procurement process, would the bidder like the EMD to be returned to the bank A/c from which the transfer was made: Yes/No. <p>11.3 The EMD amount shall be paid to the below mentioned Bank account with the purpose/ subject/ comments as Petrochemical cluster-EMD-bidder name.</p> <p>11.4 Account Details of the Authority to which EMD should be credited:</p> <p>Bank: Indian Overseas Bank</p> <p>Account Name: Micro Small and Medium Enterprise Trade and Investment Promotion Bureau (M-TIPB)</p> <p>Account number: 144701000003418</p> <p>IFSC code: IOBA0001447</p> <p>Branch: SSI-Guindy</p> <p>11.5 The bidder may go to their branch and provide the account details of the Authority given in the paragraph above. The branch will do the NEFT transaction and provide the transaction reference number which has to be mentioned in the response AND copy of the transaction challan from the bank has to be scanned and attached along with the application.</p> <p>11.6 NEFT from account online: The bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments "Petrochemical cluster-EMD-bidder name" should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of transaction receipt should be attached along with the response.</p>
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	<p>11.7 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet.</p> <p>11.8 Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 60 days after final acceptance of bid and signing of contract.</p> <p>11.9 EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RFP.</p> <p>11.10 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> • When the bidder withdraws or modifies his bid proposal after opening of bids. • When the bidder does not execute the agreement after placement of order within the specified time. <ul style="list-style-type: none"> • When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.
<p>12.Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Bidder shall maintain its original Proposal and the financial proposal without any change.</p> <p>12.3 If it is established that any Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
<p>13.Clarification and Amendment of RfP</p>	<p>13.1 The Bidder may request a clarification of any part of the RfP during the period indicated in the Data Sheet before the Proposal's submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Authority's address indicated in the Data Sheet. The Authority will respond by standard electronic means (including an explanation of the query but without identifying its source) to all Bidders wherever relevant. Should the Authority deem it necessary to amend the</p>

	<p>RfP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Authority may amend the RfP by issuing an amendment by standard electronic means on the e-bid portal. The amendment will be binding on them. The Bidders need not acknowledge receipt of all amendments in writing as the submission of their bids on the portal is deemed to be such acknowledgement.</p> <p>13.1.2 If the amendment is substantial, the Authority in its sole discretion may extend the proposal submission deadline to give the Bidders reasonable time to take that amendment into account in their Proposals.</p> <p>13.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be opened on the e-bid portal if it is received after the BDD and time.</p>
<p>14. Technical Proposal Format and Content</p>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RfP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) expenses indicated in the Data Sheet.</p>
<p>15. Price Adjustment</p>	<p>15.1 The Consultant shall agree to carry out any additional assignment during the assignment period as per instruction of the Authority, the remuneration of the additional assignment will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Consultant as FIN-2 will be used for arriving at the payment for the same.</p>

C. SUBMISSION, OPENING AND EVALUATION

<p>16. Submission of Proposals</p>	<p>16.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission will be done on the e-bid portal only.</p> <p>16.2 An authorized representative of the Bidder shall digitally sign the original submission letter in the required format for the Technical and Financial Proposals using their Class 3 Digital Signature Certificate (DSC).</p> <p>16.2.1 Only the Proposal Submission Form (FORM TECH-1) and Financial Proposal Submission Form (FORM FIN-1) need to be</p>
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	<p>signed physically by the authorised representative. Such physically signed pages should be scanned and uploaded OR the physical signature of the authorised representative can be scanned and pasted on the forms specified above.</p> <p>16.2.2 The authorization, authorizing the Bidder's representative to sign the bids shall be in the form of a written power of attorney attached to the Technical Proposal and Financial Proposal.</p> <p>16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid as long as these are uploaded by the authorised person using the DSC.</p> <p>16.4 The Proposal or its modifications must be uploaded in the e-bid portal indicated in the Data Sheet and received by the Authority no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Authority after the deadline shall be declared late and rejected, and shall remain unopened on the e-bid portal.</p>
17. Confidentiality	<p>17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>17.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such bidders may be subject to the application of prevailing Authority's sanctions/ penal procedures.</p> <p>17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if any Bidder wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p>
18. Withdrawal of Bid	<p>18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received on the e-bid portal prior to the BDD and time. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD and time.</p>
19. Opening of Technical Proposals	<p>19.1 The Authority's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend (electronically or in person). The opening date, time and the address are stated in the Data Sheet.</p> <p>19.2 The bidders shall provide their passphrase to the Authority confidentially in a sealed envelope/ over a phone call/ from the registered e-mail id of the bidder before the BDD and time so as</p>

	<p>to facilitate opening of the bids. The Authority shall not be responsible for any bidder not being able to convey the passphrase to the Authority in time. Bids of those bidders who do not or are unable to convey the passphrase in time to the Authority will remain unopened. This is because their confidential passphrase is one of the electronic keys to open the bid document, the other electronic key being with the Authority. The Authority shall not be responsible for such bids remaining unopened.</p> <p>19.3 At the opening of the Technical Proposals the following shall be made known: (i) the name and the country of the Bidder and/ or the name of the lead member and the names and the countries of all members; (ii) whether there are any modifications to the Proposal submitted prior to proposal submission deadline and, (iii) any other details as maybe required.</p>
20.Proposals Evaluation	<p>20.1 The Bidder is not permitted to alter or modify its Proposal in any way after the BDD and time. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Technical Proposals, initially.</p>
21.Evaluation of Technical Proposals	<p>21.1 The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RfP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.</p> <p>21.2 Upto top three/ five bidders will be shortlisted based on their technical scores. The top three/ five bidders will be contacted for document verification with originals wherever required, on the basis of which upto five and at least top three qualified bidders will be invited for making a presentation before an Expert Committee. The Authority shall in its sole discretion based on the quality of bids received, decide whether top five or top three should be invited for making the presentations.</p> <p>21.3 An expert committee shall award marks to each of the qualified bidders for their presentation and also reconfirm marks already awarded in the technical scores on the basis of expertise of the experts whose CVs were included in the Technical Proposal.</p> <p>21.4 The presentations can be made physically or electronically.</p>
22.Financial Proposal and overall evaluation	<p>22.1 The Authority's evaluation committee shall open the Financial quotations only for those bidders who are 'Technically Qualified' and are in the top five positions or in the top three positions on the basis of the scores given by the expert committee.</p> <p>22.2 The overall score of the bidders will be a weighted average of their technical and financial scores as per the criteria specified in the Data Sheet.</p>

D. NEGOTIATIONS AND AWARD

23.Negotiations	<p>23.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder. Physical presence of all concerned during negotiations is preferred.</p> <p>23.2 The negotiations shall also cover the empaneling of the bidders as separate firms on the basis of their final scores. While taking up assignments in future due to empaneling, the firms will have the facility to change certain key experts to suit projects for which they are approached in the future such that the profiles and experience match the ones given here while the field or sector is appropriately changed.</p> <p>23.3 When the bidders and the key experts agree, the key experts could be separately empaneled for future assignments with the Authority for relevant projects.</p> <p>23.4 For 23.2 and 23.3, the empanelment is for a period of five years ending 31.03.2026 and the annual escalation on prices quoted is upto 5% on the man-month rates quoted.</p> <p>23.5 The Authority shall prepare the contract on the basis of these negotiations. There shall be no separate minutes for negotiations.</p> <p>23.6 The empanelment will be used at the sole discretion of the Authority to minimize cost to the Authority and save time.</p> <p>23.7 The empanelment of experts would be announced only after the Tender Accepting Authority evaluates the work of the key experts, in exceptional circumstances.</p> <p>23.8 Arrangements for the empanelled firms/ experts shall not interfere with the work for which the firms/ experts was/ were contracted.</p>
a. Availability of Key Experts	<p>23.9 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Bidder. In the same way the Authority can proceed to the next-ranked bidder till the third in the top three or the fifth in the top five, as the case maybe, if needed.</p> <p>23.10 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the</p>

	<p>letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>23.11 Penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN-2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. For any change request of Key Experts, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by Authority. For the period for which replacement is not available, no payment will be made for the relevant expert.</p>
b. Technical negotiations	<p>23.12 The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Authority's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract.</p>
24. Conclusion of Negotiations	<p>24.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Authority and the Bidder's authorized representative.</p> <p>24.2 If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so. The Authority will invite the next-ranked Bidder to negotiate the Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier negotiations.</p> <p>24.3 Once basic agreement is reached by the Authority and the successful bidder, the communication will be issued by the Authority to the bidder that the bidder has emerged successful or has been selected.</p> <p>24.4 Then the work order will be issued based on milestones mentioned in the Letter of Invitation, after which work can commence.</p>
25. Award of Contract	<p>25.1 After signing of the contract with the Authority, the selected bidder shall submit Performance Bank Guarantee within 15 days.</p> <p>25.2 The Authority shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants and take steps to return the EMD.</p>

	<p>25.3 The Consultant is expected to commence the assignment on the date of communication of the successful bidder and the issue of work order and not wait for the signing of the contract.</p> <p>25.4 In case negotiations fail after commencement of work but before signing the contract, the payment for the work done will be made pro-rata as per the payment schedule specified.</p>
<p>26. Performance Guarantee</p>	<p>26.1 Within 15 days from the date of signing of contract, the successful Consultant company/ firm/ lead bidder shall furnish the Performance Guarantee of an amount equal to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.</p> <p>26.2 The selected Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months.</p> <p>26.3 In case of future assignments, empanelment is based on the premise that all agencies empanelled, voluntarily agree to match the lowest price of the winning bidder after negotiations of any, as concluded in the like procurement processes under consideration for empanelment or his/ their quoted price whichever is lower. The finalized prices after negotiations with the successful bidder, will be communicated to all firms/ bidders/ experts shortlisted for empanelment and they will be requested to communicate in writing their confirmation of the above condition and the 5% annual escalation of the monthly rates always calculated from the base rates of the successful bidder or the rates quoted by them, whichever is lower, for the next five years.</p> <p>26.4 Those agreeing in writing to the above conditions, may be empaneled in M-TIPB for five years, provided the Tender Accepting Authority is satisfied about their quality. The assignments will be assigned in the future to each of the empaneled consultants/ firms/ experts on the basis of their expertise, on the sole discretion of the Tender Accepting Authority. The order of such assignment is also on the sole discretion of the Tender Accepting Authority.</p> <p>26.5 Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment as evidenced from the date of last payment effected.</p> <p>26.6 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> • When any terms and condition of the contract is breached. • When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.

	<p>26.7 Consultant has to follow the working hours, working days and Holidays of Government of Tamil Nadu. However, resources and key experts shall be available on a holiday if so required by the Authority. No extra payments will be made for working on extended hours Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules.</p> <p>26.8 Time is of essence in the project. In order to bring the Authority upto speed with the accelerated pace of work of the Consultant, officers on behalf of the Authority will be assigned to the Consultant in such numbers as the Authority deems appropriate to follow up on approvals/ letters required from the Authority and its field offices and other government departments, real time. These officers have to be enabled to do this work by the Consultant by appropriate capacity creation as found necessary.</p>
<p>27.Liquidated Damages</p>	<p>27.1 The time specified for delivery in the RfP shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.</p> <p>27.2 The selected bidder shall request in writing to the Authority giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.</p> <p>27.3 The Authority shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grant extension with or without liquidated damages. If the Authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service. The officers of the Authority referred to in 26.8 may be utilised by the Consultant to prevent any avoidable delays.</p> <p>27.4 It shall be at the discretion of the Authority to accept or not to accept the supply of services rendered by the Consultant after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Authority shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of services is not accepted, the payments may also be affected.</p> <p>27.5 If the Authority is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.</p>

	27.6	Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.
	27.7	Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.
	27.8	Extension of time about which the Authority has not responded in the negative, may be taken as granted, if the Consultant can prove that the Authority was made aware of such extension request.
28. Knowledge Transfer	28.1	The Consultant will initiate the knowledge transfer to M-TIPB through the government officers assigned to the project under Clause 26.8, throughout the project period. Upon full and final payment, Authority shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, publish, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Authority. All the intellectual property rights in the Deliverables shall be the sole and exclusive property of the Authority after full and final payment for a period of ten years. Subject to obligations of confidentiality and written permission of the Authority, the bidder shall be free to publish in any form, the concepts, techniques and know-how used and developed on the Project after a period of ten years from the date of full and final payment. In any event, the Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.
29. Penalty Clause	29.1	The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except approved by the Authority in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.
30. Payment Procedure	30.1	Consultant will follow the payment procedure mentioned in Section 5.
	30.2	The consolidated invoice will be generated and submitted on completion of the deliverables mentioned in Section 5.

	<p>30.3 Authority will process and make payment to the Consultant within 30 days of the invoice date after the Authority is satisfied with the work done. Should there be any observation to correct the invoice/progress report, same would be communicated within 14 days of invoice submission date; else it would be deemed to be accepted and payment shall be processed. The Consultant will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.</p> <p>30.4 The officers of the Authority referred to in 26.8 may be utilised by the Consultant for bringing action under this section in time, as required.</p> <p>30.5 If the work gets delayed due to reasons beyond the control of the Consultant, the Consultant could request for an interim payment of 25% of the following payment milestone.</p>
<p>31. Conduct of Consultant Manpower</p>	<p>31.1 The conduct of Consultant will be in line with best practices throughout the term of the contract.</p> <p>31.2 Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death unless there is written approval of the Authority which may be provided in very rare situations. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. For any change request of Key Experts, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by the Authority. In any case, payment shall not be made for the relevant expert, until a qualified substitute (expert) is made available.</p> <p>31.3 The Key Experts normally have to be full- time on this project as per the RfP. In case of expansion of scope of work, the Key Experts will be paid based on their deployment on the project. Relaxations to this clause shall be provided only at the discretion of the Authority in special cases. Work from home or consultant's location is acceptable only if it doesn't affect project deliverables or deadlines.</p>

E. OTHER TERMS AND CONDITIONS

<p>32. Interpretation</p>	<p>32.1 Entire Agreement: The Contract constitutes the entire agreement between the Authority and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>32.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative</p>
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	<p>of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the Authority.</p> <p>32.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
33. Governing Law	33.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State / the Country (India) and under the jurisdiction of Madras High Court.
34. Force Majeure	<p>34.1 Definition: For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>34.2 No breach of Agreement - The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Consultant shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p> <p>34.3 Measures to be taken</p> <ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of

	<p>such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <ul style="list-style-type: none"> • The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. <p>34.4 Extension of time - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>34.5 Consultation - Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p>35.Change Order and Contract Amendments</p>	<p>35.1 The Authority may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>35.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority's order. The rate-contract enclosed in the FIN-2 will be used to calculate the cost of the additional work/ change request. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
<p>36.Termination Clauses</p>	<p>36.1 Termination for default - The Authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> • If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority; or • If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or • If the selected bidder, in the judgment of the Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract

	<p>or in breach of the Integrity and Avoidance of Conflict of Interest Pact.</p> <ul style="list-style-type: none"> • If the selected bidder commits breach of any condition of the contract. • If the Authority terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited. <p>36.2 Termination for Insolvency - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p> <p>36.3 Termination for Convenience - The Authority, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, the Authority will pay for all the pending invoices as well as the work done till that date by the Consultant.</p> <p>36.4 Termination by the Authority - The Authority may, by not less than thirty (30) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Consultant fails to comply with any final decision reached as a result of arbitration proceedings or • The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false • Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or • As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days. <p>36.5 Termination by Consultant - The Consultant may, by not less than three (03) month written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may
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	<p>have subsequently agreed in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.</p> <ul style="list-style-type: none"> • If there are more than 3 un-paid invoices and the Authority fails to remedy the same within 45 days of the submission of the last un-paid invoice • As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days • The Authority fails to comply with any final decision reached as a result of arbitration. <p>36.6 Payment upon Termination - Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by the Authority to the Consultant within 60 days of the contract termination.</p> <p>36.7 Suspension - The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>36.8 Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> • such rights and obligations as may have accrued on the date of termination or expiration • the obligation of confidentiality set forth in RfP
<p>37.Cessation of Services</p>	<p>37.1 Upon termination of this Agreement by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, ensure knowledge transfer and take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>37.2 In case of termination of agreement by the Authority, it may appoint another consultant from amongst the remaining shortlisted bidders during the proposal validity for the completion of the work.</p>
<p>38.Disputes Resolution</p>	<p>38.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute</p>

	<p>through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>38.2 Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted in Tamil Nadu and following are agreed. The arbitration award shall be final and be binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<p>39. Disqualification</p>	<p>39.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> • Not submitted in accordance with this document. • During validity of the bid or its extended period, if any, the bidder increases his quoted prices. • During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bid received in incomplete form or not accompanied by bid security amount/all requisite documents. • Bid received after due date and time. • Bidder submits conditional bids. • Bidder indulges in canvassing in any form to win the contract and/ or breaches the Integrity and Avoidance of Conflict of Interest Pact. • Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

F. DATA SHEET

A. General	
ITB Clause.	
2.1	<p>Name of the Authority: MSME Trade and Investment Promotion Bureau (M-TIPB) Address: MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114. E-Mail: gm@tnmtipb.in Website: www.tnmtipb.in Method of selection: Quality and Cost Based Selection (QCBS)</p>
2.2	The name of the assignment is: RfP for Preparation of a Detailed Project Report for establishment of a Petrochemical Cluster in Tamil Nadu.
2.3	PBM will take place online on the e-tender platform.
B. Preparation of Proposals	
9.1	English language.
10.1, 14.1, 14.2	<p>The Proposal shall comprise the following:</p> <ol style="list-style-type: none"> (1) Compliance sheet to prequalification criteria (Form Pre-Qual-1) (2) Supporting documents for pre-qualification criteria if any (3) Power of Attorney to sign the Proposal. (4) Power of Attorney authorizing the lead bidder (5) TECH-1 (6) TECH-2 (7) TECH-3 (8) TECH-4 (9) TECH-5 (10) Earnest Money Deposit/ Bid Security. (11) FIN-1 (12) FIN-2 (13) FIN-3
12.1	Proposals must remain valid for one year after the Bid Due Date (BDD).
13.1	Clarifications may be requested no later than 13 days after notification is issued on the e-bid portal.
C. Submission, Opening and Evaluation	
16.4	The Bidder must submit: (a) Technical Proposal (b) Financial Proposal
19.1	All timelines relevant to this bid have been mentioned in the Letter of Invitation.
21.1	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

<u>Pre-qualification criteria:</u> As mentioned in the Letter of Invitation.		
The bids submitted by the bidders who clear the pre-qualification round only will be evaluated as per the criteria provided below:		
<u>Evaluation Criteria (100 Points)</u>		
A. Firm Credentials (20 Points)		
SI.	Criteria	Scoring
1	<p>Experience of projects involving the conceptualization/ implementation of industrial corridors/ clusters or of projects involving detailed technical process studies of refineries.</p> <p>The scope of work should have included one or more of the following areas: the conceptualization of the cluster/ corridor, the identification of the demand-supply dynamics, discussions with stakeholders, benchmarking, and recommendations on the proposed composition of the industrial cluster/ corridor.</p>	<ul style="list-style-type: none"> • 1 - 3 projects (4 points) • 4 - 6 projects (6 points) • >= 7 projects (10 points) • For each such engagement that is in the "Relevant Sector", an additional 2 points will be given; subject to a maximum of 10 points. • Total: 20 points
B. Profile of the Team – Individual CVs (50 Points)		
SI.	Expert	Profile
1	Project Leader (10 points)	<ul style="list-style-type: none"> • At least 15 years of experience in consulting with/ setting up of industrial corridors/ industrial parks/ industrial clusters. • Should have led studies of setting up industrial corridors/ clusters/ industrial parks for private/ public sector organisations. [2 points per project; maximum 6 points]. • For each of the above-mentioned projects that were carried out in the 'Relevant' sector additional points will be given as follows [2 points per study/ project/ hands-on initiative; maximum 4 points].
2	Petrochemical Expert (10 points)	<ul style="list-style-type: none"> • At least 10 years of experience in the relevant sector either as a Lead consultant or as a sector expert or in combination. <p>As a Sector Expert in a petrochemical business:</p>

		<ul style="list-style-type: none"> • Should possess an end-to-end understanding of the relevant sector – i.e. the supply chain, production capacities, inputs/ outputs at each stage of the business. • Should have worked in at least 4 different <i>technical</i> verticals during the course of the career for a period of at least 2 years each. [1 point for each vertical worked in; maximum of 4 points]. • Experience of <u>leading</u> capacity enhancement projects in a refinery [3 points for each such project, maximum of 6 points]. <p>As a consultant:</p> <ul style="list-style-type: none"> • Experience in advising refineries on supply chain optimization, plant optimization, or plant expansion or a study that involved in-depth understanding of the processes of a refinery [2 points per project; maximum of 6 points]. • Experience in carrying out feasibility studies for expansion/ cluster studies for the relevant sector [.5 point per project; maximum 2 points].
3	Cluster expert (10 points)	<ul style="list-style-type: none"> • At least 10 years of experience in conceptualizing and establishing cluster - based models for MSMEs. • Experience in advising clients on industrial clusters, and cluster design and implementation (1.5 points per project; maximum 6 points). • In case of lead role in implementing of the cluster roll out (2 point per cluster; maximum 4 points).
4	Master planning expert for cluster (10 points)	<ul style="list-style-type: none"> • At least 10 years of experience in leading projects in the master planning of industrial corridors. • Should have carried out master planning for industrial clusters/ corridors – involving aspects such as understanding the geographic, industrial and commercial layout of the region; planning layouts at scale in disintegrated manner such that the cluster/ corridor links to domestic and export markets, infrastructure planning, transportation and logistics planning such that existing infrastructure is leveraged to the maximum. [2 points per project; maximum of 6 points]. • Experience in creating the master plan of cluster or corridor in the relevant sector (park not considered) [2 points per project; maximum 4 points].

5	Finance Expert with regard to Infrastructure (5 points)	<ul style="list-style-type: none"> At least 10 years of experience in preparation of financial reports, financial models, DPRs for industrial corridors/ cluster and parks (1 point per project; maximum 3 points). Additional 1 point per project if the DPRs were made for Petrochemical clusters/ parks [Maximum 2 points].
6	Support Team [Minimum 2 members; 2x 2.5 points = 5 points; Maximum as per need.]	<ul style="list-style-type: none"> Degree with 2 years' experience to support the above team in documentation, etc. <p>Desirable:</p> <ul style="list-style-type: none"> Relevant experience in industrial corridor/ cluster/ park projects in the relevant sector. [0.5 points per project per member; maximum 2.5 points per member].

C. Presentation by Firm (30 Points)

- Consultants shall share their experience in past projects, their approach to clusters/ corridors/ best practices across the globe/ international expertise that shall be leveraged upon/ experience with shared services in clusters/ reasons for success and failure of clusters.
- Consultants shall explain their understanding of the objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology they would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and the structure and composition of their team.
- Scoring criteria for PPT: (a) Understanding of project objectives, outcome, and intent (2 points), (b) Proposed approach and methodology (2 points), (c) Alignment of CVs and the content spoken by each expert (14 points as indicated in Form TECH-6), (d) Live or recorded testimonials from previous clients where the same experts presented here were involved. The testimonials about the firm will be given lesser or half the scores than testimonials about the experts brought in here (6 points), and (d) Relevance of experience of the firm and individuals to the project (4 points) (e) proposal for integrating the government officers with the team such that capacity is created concurrently for project implementation within the government (2 points).

Note:

- Not more than three/ five highest scoring bidders in the Evaluation Criteria A and B, will be called for presentation by the Authority. The maximum number of bidders to be shortlisted for the presentation shall be as decided by the Authority, based on the actual scores obtained by the Bidders on the Evaluation Criteria A and B. If the quality of submissions is higher, upto five highest scoring bidders will be contacted for document verification. After satisfaction of the Authority regarding the veracity of the claims, the firms will be shortlisted for presentation.

	<p>This can be as decided by the Authority based on quality and reliability of evidence presented.</p> <ul style="list-style-type: none"> • Each shortlisted bidder will be requested to make a presentation and will be given a maximum of 60 minutes for the presentation. • The shortlisted bidders will be required to arrange live or recorded video testimonials (maximum of 3 unique clients) by their clients which reflect the quality, utility and business benefit of the services provided by the experts brought in or by the bidders. Each testimonial will be for a maximum of 2-3 minutes and will be brief and to the point. • The shortlisted bidders can request the Authority through an e-mail to send a request to their clients for an online testimonial with their contacts, if so desired by the Bidders' clients. For this, at the time of submission of pre-bid queries, the shortlisted bidders can provide a list of such clients providing a video testimonial, (who will require a formal request from the Authority). • The experts (Sl. 1 to 5 above) whose CVs are included in this bid, will have to join the presentation (physically/ remotely) and will be required to speak through their experience in the relevant areas of work. • Not more than three bidders who score the highest in Evaluation Criteria A, B and C will be shortlisted after the presentation and ranked in descending order of their scores obtained. However, this number can be relaxed by the Authority based on the scores obtained by the bidders on the Evaluation Criteria A, B and C. The financial bids of only these Qualified bidders will be opened. • Assessment for empanelling of firms/ experts also will be done by the Authority during the presentation.
22.2	<ul style="list-style-type: none"> • Proposals for the "Qualified Consultant" during the process of evaluation will finally be ranked accordingly to their combined score of Technical Proposal (ST) and Financial Proposal (SF) scores. • SF will be calculated as shown in FORM FIN-4. • The weightage given to technical (Tw) and financial (Fw) proposals are as follows: Tw = 70% and Fw = 30%. • Combined Total Score = (ST x Tw) + (SF x Fw). • The selected or successful consultant shall be having highest combined total score. If there is a difference between the self-assessed scores given in TECH 5 forms and the scores arrived at by the Authority's Tender Evaluation Committee, the scores arrived at the by the Tender Evaluation Committee will be used for shortlisting top five or top three for the purpose of invitation for making the presentations. If the technical scores given by the Expert Committee evaluating the presentation differs from those given by the Tender Evaluation Committee, then the scores given by the Expert Committee would be the final scores. • The second, third, fourth and fifth as the case may be highest bidders shall be kept in reserve and may be invited for negotiation in case the first ranked or higher

	<p>ranked consultant withdraws or fails to comply with requirements, as the case may be.</p> <ul style="list-style-type: none">• In the event, if the combined total score is tied then consultant securing the higher technical score will be considered for award of the project.• The empaneling assessments will be done simultaneously with ST score. The decision to empanel or assign work after empanelment is solely at the discretion of the Tender Accepting Authority. Normally such decisions are based on quality as known only to the Tender Accepting Authority. So, at times an expert or consultant from a lower ranked firm may be empaneled while those from the higher ranked may not be empaneled.
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Section 3. Technical Proposal – Standard Forms

FORM	DESCRIPTION
PRE-QUAL-1	Compliance sheet to Prequalification Criteria
TECH-1	Technical Proposal Submission Form.
TECH-2	Bidder's Organization and Experience.
TECH-2A	A. Bidder's Organization
TECH-2B	B. Bidder's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Authority.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Self-assessment by bidder for firm credentials
TECH-5	Self-assessment by bidder for team profile
TECH-6	Technical Scorecard – can be filled up as self-assessed score and submitted also, if the bidder so desires. However, all the self-assessed scores are only for the guidance of the Authority so that no small relevant detail in the CV is overlooked. The Authority shall, after following its procedure, score each of the parameters and the Authority's scoring as decided by the Tender Evaluation Committee and as confirmed/ re-assigned by the Expert Committee will be the final relevant score. Self-assessed scoring will only give a fair opportunity to the experts brought in by the bidder, to explain his/ her case with footnotes etc., the not so obvious parts of his/ her CV.
Appendix-I	EMD and Bank Guarantee
Appendix-IA	Details of EMD
Appendix-IIA	Power of Attorney Format for Authorised Signatory
Appendix-III	Standard Form of Contract for Consultant
Appendix-IV	Instructions to Bidders for using e- bid portal (Based on inputs from e-bid portal)
Appendix-V	Integrity and Avoidance of Conflict-of-Interest Pact

The bidders may note that their submissions should be arranged appropriately and pages numbered continuously by hand or electronically before it is uploaded as one document. The accuracy and non-repetitive page numbering are crucial in helping the Authority to navigate through the documents easily. If the pages are not numbered and noted correctly in the forms in the submissions, the Authority is not responsible if some detail of relevance is missed while evaluating the submission.

**FORM PRE-QUAL-1
COMPLIANCE SHEET FORMAT**

Sl.	Eligibility Criteria	Documentary Evidence	Evidence at Page No.	
1	Bidder should be registered in India under the Companies Act/ LLP Act and should have been in existence for at least 10 years on the date of publication of tender.	Certificates of Registration/ Incorporation.		
2	Bidder should have carried out at least three studies related to the setting up of an industrial corridor/ cluster/ park each study worth at least Rs. 25 Lakh in any of the past 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21).	Project 1	Work order	
			Evidence of value of project (INR)	
			Evidence of work completion	
		Project 2	Work order	
			Evidence of value of project (INR)	
			Evidence of work completion	
		Project 3	Work order	
			Evidence of value of project (INR)	
			Evidence of work completion	
3	Bidder should have completed at least one consulting projects in the relevant sectors with a Central/ State Government department/ entity/ undertaking in any of the past 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21).	Project 1	Work order	
			Evidence of work in relevant sector	
			Evidence of work completion	
4	Bidder should have a minimum average turnover of Rs. 50 Cr. (audited) in the previous three financial years (FY18-19, FY 19-20, FY 2021).	Certificate from Statutory Auditor for the last three years / financial statements for the three years.		
5	The Bidder should not have been blacklisted by Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments as on bid submission date.	Self-certification by authorized signatory.		

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The General Manager,
MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Technical Proposal.

We hereby declare that we have read the Instructions to Bidders included in the RfP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the Agreement and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2
BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Bidder), and the Bidder's role/ involvement.

A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company.
2. Attach the organization's incorporation certificate as proof of existence.

B - Bidder's Experience

1. List only previous similar assignments successfully completed (as per requirements specified in Data Sheet).
2. List only those assignments for which the Bidder was legally contracted by the Client as a company. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should substantiate the claimed experience by presenting copies of work orders as an annexure to the proposal.

Sl.	Start and Finish Date	Assignment name/& brief description of main deliverables/ outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)	Description of assignment and work carried out	Is this project submitted to meet the Pre - Qual criteria (Yes/ No)	Is this project submitted to meet Evaluation Criteria as per Clause 21.1 of Data Sheet Evaluation Criteria (A) (Yes/No)	Reference to the documentary proof submitted for the assignment (mention ref. page no.)	Self-assessed score by bidder

FORM TECH-3**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE AUTHORITY**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Authority, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Authority. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}.

FORM TECH-4
SELF-ASSESSMENT BY BIDDER FOR FIRM CREDENTIALS (AS PER EVALUATION CRITERIA POINT A)

Firm name	Sl. No. Of project	Name/ description of project & sector	Yr.	Whether pertaining to relevant sector (y/n)	Whether conceptualisation of industrial corridor/ cluster (y/n)	If yes, pg.no.	Whether demand/supply dynamics was studied (y/n)	If yes, pg.no.	Whether discussions with stakeholders were carried out (y/n)	If yes, pg.no.	Whether benchmarking was done (y/n)	If yes, pg.no.	Whether recommendations on the proposed composition of the corridor/ cluster were given (y/n)	If yes, pg.no.	Self assessed points out of 20
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)

¹ Col. No. 2: Please arrange in reverse chronology so that the latest projects are on the top.

² Col. Nos. 7, 9, 11, 13, 15 require you to provide page numbers of your submission that are being referred to which can give evidence of the claim being made in the previous column.

**FORM TECH-5
SELF-ASSESSMENT BY BIDDER FOR TEAM PROFILE**

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
1		Project Leader	10	At least 15 years of experience in consulting with/ setting up of industrial corridors/ industrial parks/ industrial clusters.				Yes/ No <No score required in this cell>	
				Should have led studies of setting up industrial corridors/ clusters/ industrial parks for private/ public sector organisations [2 points per project; maximum 6 points].			Member to self-certify here that he/ she has led <project name> in the capacity of <designation>		
				For each of the above-mentioned projects that were carried out in the 'Relevant' sector additional points will be given [2 points per study/ project/ hands-on initiative; maximum 4 points].					
Sub-total (1)									
For Sl. No. 2, the Petrochemical expert has to be either a Sector Expert (maximum points 10) or a Consultant (maximum points 8). Therefore, bidder has to choose one of the two.									

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet		Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
2				If a Sector Expert in a petrochemical business	At least 10 years of experience in the relevant sector either as a Lead consultant or as a sector expert or in combination.				Yes/ No <No score required in this cell>	
					Should possess an end-to-end understanding of the relevant sector – i.e. the supply chain, production capacities, inputs/ outputs at each stage of the business.				Yes/ No <No score required in this cell>	
					Should have worked in at least 4 different technical verticals during the course of the career for a period of at least 2 years each. [1 point for each vertical worked in; maximum of 4 points].					

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet		Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
					Experience of leading capacity enhancement projects in a refinery [3 points for each such project, maximum of 6 points].					
				If a Consultant	At least 10 years of experience in the relevant sector either as a Lead consultant or as a sector expert or in combination.				Yes/ No <No score required in this cell>	
					Experience in advising refineries on supply chain optimization, plant optimization, or plant expansion or a study that involved in-depth understanding of the processes of a refinery [2 points per project; maximum of 6 points].					

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet		Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
					Experience in carrying out feasibility studies for expansion/ cluster studies for the relevant sector [0.5 point per project; maximum 2 points].					
Sub-total (2)										
3		Cluster expert	10	At least 10 years of experience in conceptualizing and establishing cluster - based models for MSMEs.					Yes/ No <No score required in this cell>	
				Experience in advising clients on industrial clusters, and cluster design and implementation (1.5 points per project; maximum 6 points).						
				In case of lead role in implementing of the cluster roll out (2 point per cluster; maximum 4 points).				Member to self-certify here that he/ she has led <project name> in the capacity of <designation>		

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
Sub-total (3)									
4		Master planning expert for cluster	10	At least 10 years of experience in leading projects in the master planning of industrial corridors.			<i>Member to self-certify here that he/ she has led <project name> in the capacity of <designation></i>	<i>Yes/ No <No score required in this cell></i>	
				Should have carried out master planning for industrial clusters/ corridors – involving aspects such as understanding the geographic, industrial and commercial layout of the region; planning layouts at scale in disintegrated manner such that the cluster/ corridor links to domestic and export markets, infrastructure planning, transportation and logistics planning such that existing infrastructure is leveraged to the maximum. [2 points per project; maximum of 6 points].					

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
				Experience in creating the master plan of cluster or corridor in the relevant sector (park not considered) [2 points per project; maximum 4 points].					
Sub-total (4)									
5		Finance Expert with regard to Infrastructure	5	At least 10 years of experience in preparation of financial reports, financial models, DPRs for industrial corridors/ cluster and parks (1 point per project; maximum 3 points).					
				Additional 1 point per project if the DPRs were made for Petrochemical clusters/ parks [Maximum 2 points].					
Sub-total (5)									
6		Support Team member No. 1	2.5	Degree with 2 years' experience to support the above team in documentation, etc. Desirable: • Relevant experience in industrial corridor/ cluster/ park projects in the relevant sector. [0.5 points per project; maximum 2.5 points].					
Sub-total (6)									

Sl.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-declaration for project leadership	Self-assessed score	Reference to Project No. as mentioned in CV
7		Support Team member No. 2	2.5	Degree with 2 years' experience to support the above team in documentation, etc. Desirable: • Relevant experience in industrial corridor/ cluster/ park projects in the relevant sector. [0.5 points per project; maximum 2.5 points].					
Sub-total (7)									
GRAND TOTAL (1 TO 7)									

- ¹ Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

CURRICULUM VITAE (CV)

Proposed Position				
Name of Firm				
Name of Expert				
Date of Birth		Citizenship		
Education	Institute, Location	Year of Passing	Degree / Diploma	
Membership in Professional Associations				
Other Training				
Countries of Work Experience				
Languages	Language	Speaking	Reading	Writing
Brief Profile				
Employment Record				
	From:		To:	
	Employer:			
	Position Held:			
Detailed Tasks Assigned	Work undertaken that best illustrates capability to handle the tasks assigned			
1. Add more rows as required and also add a Project Number that will be cross referenced in FORM TECH 5.	Name of assignment: Year: Location: Client: Main project features: Positions 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. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Signature of expert or authorized representative of the firm:		Date: (Day/Month/Year)		

FORM TECH-6**TECHNICAL SCORE CARD FOR PRESENTATION FOR CALCULATING ST**

(This form will be filled in by the Tender Inviting Authority and has been included only to give the Bidder an indication of the method to be used for evaluation of the bids. This form does not have to be submitted as part of the bid.)

Parameters	Maximum Score for presentation		Technical score given by Tender Evaluation Committee (will be pre-filled)	Whether the relevant technical scores can be confirmed. If no, mention the correct technical score.	Whether expert can be empanelled	Score given by Expert Committee			
						Member 1	Member 2	Member 3	Average score of members
Rate the understanding of the project objectives, outcome, and intent.	2 points	-		NA					
Rate the proposed approach and methodology (2 points)	2 points	-		NA					
Rate the project understanding of each expert									
Project Leader	3 points	-		Y/N	Y/N				
Petrochemical expert	3 points	-		Y/N	Y/N				
Cluster expert	3 points	-		Y/N	Y/N				
Master planning expert	3 points	-		Y/N	Y/N				
Finance related to infrastructure expert	2 points	-		Y/N	Y/N				
Whether the other two Support team members participated?	Y/N	-		Y/N	Y/N				
	Y/N	-		Y/N	Y/N				
Rate testimonials regarding expertise of experts/ firms	<i>If testimonial is given for expert</i>	<i>If testimonial is given for firm</i>							
Testimonial 1	2 points	1 point		NA					
Testimonial 2	2 points	1 point		NA					
Testimonial 3	2 points	1 point		NA					
Relevance of experience of the firm and individuals to the project	4 points	-		NA					

Parameters	Maximum Score for presentation		Technical score given by Tender Evaluation Committee (will be pre-filled)	Whether the relevant technical scores can be confirmed. If no, mention the correct technical score.	Whether expert can be empanelled	Score given by Expert Committee			
						Member 1	Member 2	Member 3	Average score of members
Proposal for capacity building of government officers for project implementation.	2 points	-		NA					
Whether firm can be empanelled	-	-			NA	Y/N	Y/N	Y/N	NA

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Breakdown of Remuneration
- FIN-3 Financial Statements
- FIN-4 Calculation of Financial Proposal scores (SF)

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The General Manager,
MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Financial Proposal.

Our attached Financial Proposal is for the amount of Rs. {Insert amount(s) in figures}, *excluding all indirect local taxes*. The estimated amount of local indirect taxes is Rs. {Insert amount in figures} which shall be confirmed or adjusted, if needed, during negotiations. Our total financial cost for this project, including all taxes is Rs. {Insert amount(s) in figures}.

The above stated cost will cover all expenses incurred by the bidder towards the project such as travel, boarding, food, incidental office expenses etc.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the Agreement and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2
BREAKDOWN OF REMUNERATION

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Authority.

No.	Name	Position (as in TECH-5)	Person-month Remuneration Rate exclusive of taxes (*)	Time Input in Person/ Month	Total (Rs.)
1					
2					
Expenses					
1					
2					
TOTAL					

(*) Per day rate would be calculated by dividing person-month remuneration rate by 22.

**FORM FIN-3
FINANCIAL STATEMENTS**

Attach a copy of your auditor certified financial statements (P&L and Balance Sheet) for the years specified.

FORM FIN-4
Calculation of Financial Proposal scores (SF)

(This form has been included only to give the Bidder an indication of the method to be used for calculation of the financial proposal score based on project cost. This form does not have to be submitted as part of the bid.)

For the purpose of the calculation below, all financial quotes will be rounded off to one decimal place in INR lakhs. The scores will be prorated to one decimal place.

Project cost quoted in INR lakhs (inclusive of taxes)	Score (out of 100)
<=50	100
51-60	99-90
61-70	89-80
71-80	79-70
81-90	69-60
91-100	59-50
101-110	49-40
111-120	39-30
121-130	29-20
131-140	19-10
>140	9

As per Clause 29A of the Tender Transparency Rules, 2000 (Treatment of Speculative Tenders), The Tender Accepting Authority may reject a tender, if it has determined that the financial bid in combination with other constituent elements of the tender is abnormally low or abnormally high in relation to the subject matter of the procurement and raises concerns with such authority as to the ability of the tenderer to perform the contract.

However, if it is determined that the financial bid in combination with other constituent elements of the tender is abnormally high, such bidders may be contacted and provided an opportunity to negotiate and lower the project costs, before being rejected, at the sole discretion of the Tender Accepting Authority.

Section 5. Terms of Reference

Request for Proposal for Preparation of a Detailed Project Report (DPR) for establishment of a Petrochemical cluster in Tamil Nadu

INTRODUCTION

Tamil Nadu is becoming a leader in the Petro – Chemical industries of India and has been significantly increasing the processed crude oil output for the past decade. This accelerated growth is mainly due to the presence of refineries of IOCL-CPCL in Chennai and Nagapattinam, with capacities of 10.5 and 1 MTPA respectively.

To sustain its growth in processing crude oil, IOCL-CPCL is expanding its processing capabilities in the near future. The necessary arrangements such as land acquisition and capital investment has already begun and the state is on a mission to operationalize the additional capacity within the next 4 years. Apart from the Petroleum processing capacity, this expansion will also help in providing accelerated growth to the ancillary units in the region.

CURRENT CONTEXT

The Petro – Chemical cluster being talked about is envisaged as a cluster of micro, small and medium industries around the IOCL-CPCL Petroleum refinery situated in Nagapattinam. The cluster is envisioned to be a self-sustaining ecosystem of industries linked to the Petro – Chemical and allied sector.

Developing this ecosystem with micro, small and medium industries (like raw material suppliers, intermediary processors, logistics providers and finished products manufacturers) is now a requirement to be able to cater to the expansion.

To further facilitate this growth and development, the MSME Department, through M-TIPB seeks to appoint a consultant, whose terms of reference would be as follows.

DETAILED SCOPE OF SERVICES

A. Baselineing of Proposed Petro – Chemical Cluster

1. Understand existing work carried out and future plans of all relevant GoI and GoTN entities with respect to the cluster.
2. Understand the existing clusters – their manufacturing capabilities, logistics, infrastructural capabilities, volumes, key supply and consumption centres. For this the consultant will be required to carry out primary and secondary research and also hold discussions with institutes/ universities, regulatory bodies, MoPNG etc., relevant departments of Govt of Tamil Nadu, MSME associations etc. to obtain a good base-line of the region.
3. Map connectivity along the proposed Petro Chemical cluster to nearby ports, airports, rail-heads, waterways etc.
4. Collect any other relevant information that would be required to establish a baseline for the Petro Chemical cluster.

B. Benchmarking of global Petro Chemical Clusters

Identify globally available Petro Chemical (or related) clusters for benchmarking. For the selected clusters, conduct secondary research and create a cluster profile. The profile should include:

1. Size.
2. Governance model.
3. Infrastructure provided in the cluster including shared services; common amenities; centres of excellence; partnerships of the occupants of the cluster.
4. Logistics/ connectivity for the cluster, including access to port and access to inland supply/ consumption destinations.
5. Cluster financials and competitive advantages of the cluster.
6. Other support provided to the cluster such as subsidies, incentives and tax exemptions/ benefits.
7. Impact and growth, post establishment of the cluster.
8. Summarize learnings from benchmarking of these clusters, and synthesize implications for the proposed Petro – Chemical cluster. Specifically identify failed clusters and reasons for the same.
9. The consultant will also map out in detail other existing refinery ecosystems in India, particularly, IOCL/ CPCL's (Manali) and the vendor ecosystem.

C. Preparing Business Plan for the Petro Chemical Cluster

1. The predominant buyer/ supplier for several of the raw materials/ products is likely to be the anchor refinery. Therefore, the consultant will carry out detailed discussions with the refinery to understand their inputs/outputs at each stage of the refining process. This will include an understanding of quantity, quality, time, cost at each stage of the process. These inputs will later translate into the profile of MSMEs that will be encouraged into the cluster.
2. Based on the inputs gathered, the consultant shall be required to arrive at the possible businesses/ processing opportunities/ value added services/ expansion opportunities for businesses in the proposed cluster. These could include the nature of MSMEs, storage facilities, supporting infrastructure, and processing facilities (indicative list).
3. For each such business, recommend the number of units, their tentative capacities, investment required, and simulated financials of the businesses. While preparing the simulated financials, the key costs such as raw material, labour, utilities, overheads, logistics, taxes, etc. as well as capital related costs such as depreciation, interest cost, etc. should be factored.
4. Based on the current cost competitiveness of the proposed petrochemical cluster vs. other domestic and global competing locations identify a set of interventions required in the short term, medium term and long term to ensure competitiveness of the cluster.

E. Defining Infrastructure Requirements for the cluster

Based on the benchmarking exercise conducted earlier, as well as feedback sought from potential stakeholders on expectations from the cluster, prepare a list of key infrastructure requirements. This may include, but need not be limited to:

1. Common manufacturing and operations related facilities required such as high voltage power, water, specialized warehouses, solid waste management system, sewerage treatment plant etc.
2. Specialized Common Facilities based on the petrochemical commodities being processed in the cluster.
3. Other common facilities in the cluster, such as R&D facilities, training centres, testing centres, etc.
4. Prepare an estimate of the Govt. investment required for development or support in development of the infrastructure within the cluster.

F. Defining the Operating Model for the Petro – Chemical cluster

1. Articulate a clear role for the Government and the Private participation in the development of cluster. This role can be defined in:
 - Land acquisition.
 - Development of base infrastructure within the cluster.
 - Marketing of the cluster to potential investors/ stakeholders.
 - Maintenance of the cluster.
2. For cases where private partner is involved, additionally recommend:
 - Nature of the partnership – SPV/ JV/ PPP concession/ Lease/ Equity etc.
 - Process for engaging the private partner.
 - Governance mechanisms by the Govt. for ensuring fair pricing of land parcels, timely commercialization, etc.
3. Conduct a market scan of potential private players who could partner for development/ participation in the cluster, if so desired by the Govt., and prepare a prioritized list of the same.
4. Prepare a master plan for a cluster to be established in parcel of land that will be identified by the client to the consultant. This master plan will serve as a base document for other clusters to be developed in the future. The master plan must suit for the establishment of an industrial estate with built-in Common Facility Centres, Effluent Treatment Plants, logistics and supply chain infrastructure such as warehouses and any other infrastructure that may be required to suit the purpose.

G. Defining Key Government Interventions for Success of the Petro – Chemical Cluster

1. Based on the benchmarking, revenue projections conducted previously, summarize the key interventions that are required by the Government of Tamil Nadu or the Government of India to make the cluster successful. This may include, but need not be limited to the following:
 - Capital subsidies or land related subsidies.
 - Monetary incentives to be offered, such as performance linked incentives.
 - Fiscal incentives/ benefits.
 - Infrastructure related requirements.
 - Logistics and connectivity related interventions.
 - Marketing support required for the products and related requirements.
 - Supply interventions.

2. List out initiatives taken by other States in India to attract major investors in petrochemical and allied sectors.
3. Prepare a timeline plan for these interventions, specifying which of these are short term (next 1 year) vs. mid-term (2-3 years) vs. long term (3-5 years).

DELIVERABLES AND PAYMENT TERMS

The day of signing of contract is to be taken as T0. All payments shall be made only after formal acceptance of a relevant report by the client. The following shall be the deliverables from the project, to be submitted over the 3-month period by the identified Consultant:

Deliverables	Timeline (in days)	Payment (% of total)
Submission of schedule of stakeholder interactions to be carried out by bidder	T0 + 4 weeks	10%
Needs assessment of existing cluster	T0 + 12 weeks	20%
Benchmarking and market assessment	T0 + 16 weeks	10%
Draft recommendation on proposed Cluster (Strategy, concept, services and facilities to be proposed partnerships, tie-ups, governance, institutional aspects etc.)	T0 + 20 weeks	40%
Final Report	T0 + 24 weeks	20%

Appendix-I: EMD and Performance Bank Guarantee Format

To,
The General Manager,
Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultants") has undertaken, in pursuance of your Letter No. dated _____ to provide consultancy services to the Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB), Government of Tamil Nadu on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Consultants up to a total of _____ [amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. (Rupee _____) and the guarantee shall remain valid till _____ unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of a foresaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1.
Name and Designation: _____	(Name, Signature and Occupation)
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

Appendix-IA: Details of EMD

To,

The General Manager,
MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date].

We have paid the EMD through NEFT mentioning purpose/ subject/ comments as Petrochemical Corridor-EMD-bidder name.

The following are our bank details with reference to this EMD.

Online/ bank branch (choose the method):

Bank name:

IFSC code:

Bank Account Name:

Bank Account number:

Transaction Reference No.:

If scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer has been attached: Yes/ No

If the EMD has to be returned after the procurement process, would the bidder like the EMD to be returned to the bank A/c from which the transfer was made: Yes/ No.

We have read and agree to the terms as mentioned in Clause 11, Instructions to Bidders and Data Sheet regarding EMD.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Appendix-II A: Power of Attorney Format for Authorised Signatory

Know all men by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney _____ (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU, representing us in all matters before the Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU, including negotiations, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, _____ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY (for 1 year) if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:



Appendix-III: Standard Form of Contract for Consultant

**Project Name: ENGAGEMENT OF CONSULTANT FOR
Tamil Nadu MSME Trade and Investment Promotion Bureau, GOVT OF TAMIL
NADU**

CONTRACT FILE NO. _____

BETWEEN

THE GENERAL MANAGER

Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

AND

(Name of the Consultant)

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract for Consultant") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, General Manager, Tamil Nadu MSME Trade and Investment Promotion Bureau, Government of Tamil Nadu. (Hereinafter called the "Authority") and, on the other hand, *[name of Project Management Consultant]* (hereinafter called the "Consultant").

WHEREAS

- (a) The Authority has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The Instructions to Bidders (As per the Section 2 of RfP)
 - b. The Payment Terms (As per Section 5 of RfP)
 - c. Appendices:

Appendix A: Terms of Reference as per RfP section 5
Appendix B: Key Experts as per TECH 5

Appendix C: Breakdown of Contract Price as per FIN 2
Appendix D: Integrity and avoidance of conflict (Appendix V)
Appendix E: Copy of the PBG in the format given (Appendix I)

2. The mutual rights and obligations of the Client and the Project Management Consultant shall be as set forth in the Contract, in particular:
 - a. The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Authority shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be Signed in their respective names as of the day and year first above written.

For and on behalf of

Name:

Signature:

General Manager
Tamil Nadu MSME Trade and Investment promotion Bureau

For and behalf of the Consultant

Name:

(Only authorized representative of Consultant should sign)
Signature:

Name of the Consultant

Appendix-IV: Instructions to Bidders for using e- bid portal (Based on inputs from e-bid portal)

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)** has decided to use the portal <https://www.bharat-electronictender.com> through ISN ElectronicTender Services Private Limited (referred as ISN-ETS). This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System: Single Stage Two Envelope.

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class-III Digital Signing Certificate (DSC)
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS.
5. For this tender -- Assign Tender Search Code (TSC) to an MA.
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - Query to **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)** (Optional).
 - View response to queries posted by **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)**.
8. Bid-Submission on ETS.
9. Attend Public Online Tender Opening Event (TOE) on ETS.
 - Opening of relevant Bid-Part.
10. Post-TOE Clarification on ETS (Optional).
 - Respond to **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)** Post-TOE queries.
11. Attend Public Online Tender Opening Event (TOE) on ETS.

- Opening of relevant part (ie Financial-Part).
(Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are **supplemented with more detailed guidelines on the relevant screens of the ETS.**

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site, and special instruction given in the RFP in this regard. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124 - 4229071, 4229072 [Between 9:00 am to 6:00 pm IST on all working days]</i>
E-mail ID	support@isn-ets.com <i>[Please mark CC: support@electronictender.com]</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Online Payment of Applicable ETS Bidding-Fee.
Note: Failure to pay this amount will result in rejection of the bid.
- Submission of Bid related Envelopes
 - *Technical-Part*
 - *Financial-Part*
- Submission of information pertaining to Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission some security related aspects are outlined below:

As part of the ElectronicEncrypter® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. This is an additional reason why a Bidder using ETS need not take the risk of trying to submit his bid near the 'Last Date and Time of Receipt of Bids', and can comfortably do so well in advance.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)** in a sealed envelope/ over a phone call/ from the registered e-mail id of the bidder before the start date and time of the Tender Opening Event (TOE).

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, up to two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to **Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB)** office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal **<https://www.bharat-electronictender.com>**, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode
- Digital Certificate(s)

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.

Vendors Training Charges (Per Participant)	Rs. 5,000/- (plus GST @ 18.00 %)
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Appendix-V: Integrity and Avoidance of Conflict of Interest Pact

A bidder and/ or selected bidder must at all times abide by the terms and conditions of this "Integrity and Avoidance of Conflict of Interest Pact".

- A. The Authority requires that the bidder / selected bidder/ Consultant (hereafter called "the relevant parties" which is defined in detail below) provides professional, objective and impartial advice and at all times hold the Authority's and the State Government's interests' paramount, avoid conflicts with other assignments or its own interests and acts with integrity and without any consideration for future work. "The relevant parties" shall not accept or engage in any assignment that may place it/ them in a position of not being able to carry out the assignment in the best interests of the Authority and the Project.

Definition of "Relevant Parties" and Applicability of this Pact.

The principles for the determinants of Conflict of Interest and breach of integrity shall apply to the following "relevant parties" and the following work/ decisions/ issues:

- B. Relevant parties:
- (a) every individual functioning under the banner of the bidder and its constituent entities irrespective of whether salaried/ paid by them or working pro bono and
 - (b) every funder/ promoter/ partner of the bidder and its constituent entities.
 - (c) In particular, these principles apply to everyone who works at or with the bidder/ and its constituent entities and associates, including staff and managers (regardless of appointment type), short and extended term consultants and all temporary, casual, contractual, special and coterminous appointments such as research assistants and professionals etc., affiliates, associates, officers, employers or consultants who are working with the bidder and its constituent entities either in their individual capacity or from other organizations for the purpose of this RfP, even though they do not belong to (a) or (b) above.
 Provided that for (a), (b), (c) above, legal/ natural persons will be affiliates if either one party effectively controls (has more than 25% shareholding in) the other or both effectively control (have more than 25% shareholding in) each other or who are being effectively controlled by a common third legal person/ natural person (having more than 25% shareholding in both or either).
 Provided further that for (a), (b), (c) above, legal/ Natural persons will be associates if either one party directly or indirectly employs the other or both are being directly or indirectly employed by a common third legal person/ natural person.
- C. Work/decisions/issues
- (d) All types of evaluative work done related to the RfP and project by the bidder and its constituent entities and all such work done by the government to which the bidder and its constituent entities is privy to during the process.
 - (e) All decisions which pertain to current and future functioning of the Authority, records and related projects drawn out of work done under the RfP and this Project by the bidder and its constituent entities.
 - (f) Any conflict of interest found to be of substance and materiality raised by persons with respect to (a) to (e) above or by other stakeholders, civil society organizations or other external stakeholders.

Conflict of Interest

D. Definition of Conflict of Interest

"The relevant parties" shall be deemed to have a Conflict of Interest affecting the Selection Process or execution of Contract, if:

- (g) The bidder, its Associate (or any constituent thereof) and any other bidder, its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, its Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (h) a constituent of such Bidder is also a constituent of another Bidder; or
- (i) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (j) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (k) such Bidder has a relationship with another Bidder, directly or through common third parties that puts them in a position to have access to each other's information about or to influence the Application of either or each of the other Bidders; or
- (l) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and their sub-consultants) and any Associates/ Affiliates. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (m) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Affiliates/ Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project, save and except as per provisions of this or the relevant RfP; or the Bidder, its Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other

ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such concessionaire or its contractors or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

- (n) during the execution of the Terms of Reference/ Contract, a situation arises in which interests other than those associated with the duty of providing balanced advice, conducting an objective evaluation of data and other material available or taking related decisions, materially interfere with the fulfilment of the Bidder/ Selected Bidder's duty or may give the appearance of interfering materially with this fulfilment.

Such interest may, *inter alia*, include a personal interest OR an existing/ past professional engagement of any nature/ in any capacity, with direct/ indirect financial/ professional gains; OR employment currently or in future directly or indirectly OR receipt of a full briefing of the merits or procedural aspect of the advice/ decision/ evaluation from an interested party or/ and indulgence in any activity in bad faith in this regard or otherwise, after the execution of the Contract OR publishing of a paper or speech or otherwise advocating publicly a specific position regarding a decision adverse to the interests of the Authority or Government of Tamil Nadu/ India, manifestly beyond the purview of general academic/ professional opinions concerning the issue; OR actions/ advice leading to unfair advantage to any party during the procurement of these services or its related programs and deliverables at any level of government.

Provided that materiality refers to the risk that the identified conflict is of such a magnitude that it is likely to affect the process, findings, conclusions or recommendations of an advice or evaluation/ a decision or a procedure thereof.

Integrity Aspects

- E. For the purposes of this RfP and Project, any of the following practices will be considered as practices which go against the integrity pact.

- (o) corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Project or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LoA) or after the execution of the contract Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LoA or the contract Agreement, who

- at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (p) fraudulent practice means a misrepresentation or omission or incomplete disclosure of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Authority and includes collusive practices among consultants/bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.
 - (q) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;
 - (r) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (s) restrictive practice means (i) forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or (ii) manipulating a full and fair competition in the Selection Process.

Any of the above practices may be singularly referred to as a "Prohibitive Practice" or collectively referred to as "Prohibited Practices"

The Policy and its Operation:

- F. It is the Authority's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execute such contracts. In pursuance of this policy, the Authority:
 - a. will reject the Proposal for award if it determines that the Bidder has engaged in prohibited practices in competing for the contract in question;
 - b. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in prohibited practices in competing for and in executing the contract.
- G. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and the Project execution. Notwithstanding anything to the contrary contained in this RfP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in prohibited practices in the Selection Process and the Project execution. In such an event, the Authority will, without prejudice to its any other rights or remedies, blacklist the relevant party for a time period decided by the competent Authority.
- H. Operation of the policy shall be as follows:
 - i. every entity shall be impartial, independent and free of any actual or potential conflict of interest and shall desist from any activity impeding the integrity pact. "The relevant parties" shall disclose at the earliest any actual/ potential adverse matter related to the conflict of interest or integrity to the Authority. (S)he may recuse herself/ himself from the proceedings voluntarily after such disclosure, if required, according to the decision of the Authority.
 - ii. Any party may challenge any person(s) under the applicability section in this Appendix to the RfP on account of breach/ non-disclosure/ non-recusal after disclosure related to matters of conflict of interest and integrity within 3 weeks of such party gaining such knowledge OR of joining duty/ service by the challenged

person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.

- iii. A final and binding decision on such breach/ non-recusal/ non-withdrawal/ non-resignation following a relevant disclosure/ revelation of relevant fact or challenge shall be taken by the Authority. An adverse decision in this regard by the authority, shall result in the dismissal of the challenged person and the relevant entity/ bidder from the bid process and the project, debarment for 5 years of the relevant entities from engagements with any governments with the territory of Tamil Nadu and debarment of any related party from participating in any of the related government procurement procedure or if such information is received late, invalidation of the related party's such proposal as *void ab initio*; as decided by the authority. If otherwise, the person shall continue with his duties/ assignment.
- iv. The advice/ decisions/ evaluations done by the Authority till such date of decision regarding breach/ recusal/ withdrawal/ dismissal shall be valid except for the fact that the advice/ decision/ evaluations or contribution towards advice/ decisions/ evaluations and the preparations and the interventions during the preparation of the decisions/ evaluations of such recused/ withdrawn/ challenged person shall not be valid.

Competent Authority

- I. The Authority is competent to determine materiality and arrive a decision on whether a conflict of interest and the breach of integrity is proved or not.

Certification

- J. We hereby certify that our Entity/ Entities have been funded from money earned through legitimate means from known sources and such funding has been verified for compliance with the applicable laws of India at all times and also that our international funding, if any, has been FCRA compliant. We shall continue with our due diligence regarding funding in a similar manner for this Project and all other Projects that we are and will be executing currently and in the future. We shall submit to any verification as required by the Authority or the Government of Tamil Nadu/ India or its representatives in this regard.
- K. We hereby certify that all relevant parties related to this Application do not attract the provisions of this pact and all of us shall abide by all the terms and conditions as listed in this "Integrity and Avoidance of Conflict of Interest Pact" at all times.

IN WITNESS WHEREOF THE ENTITIES NAMED BELOW HAVE EXECUTED AND DELIVERED THIS PACT AND CERTIFICATION AS OF THE DATE GIVEN BELOW.

SIGNED, SEALED AND DELIVERED For and on behalf of:

ENTITY'S NAME

Signature

Name

Designation

Address

In Presence of:

1.

2.

Place:

Dated on _____ day of _____, _____ [*insert date of signing*]