

**State Industries Promotion Corporation of Tamil Nadu Limited  
(SIPCOT)**

19-A, Rukmani Lakshmi Pathy Road, Egmore, Chennai - 600 008



**Tender Reference No. IT/T.No.06/ERP system/Odoo/2022-23, Dated 05-09-2022**

**Request for Proposal (RFP) for Selection of Agency for Development and Implementation of  
ERP system on Odoo Platform for SIPCOT**

Date of Release of RFP	07-09-2022
Pre-bid Meeting	13-09-2022 at 3:30 pm
Proposal Due Date	27-09-2022 before 3:00 pm
Opening of the Technical Proposal	27-09-2022 at 4:00 pm

## **DISCLAIMER**

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves

the right to reject all or any of the Proposals without assigning any reasons whatsoever

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## 1 Introduction

### 1.1 Background

- 1.1.1 The Government of Tamil Nadu established State Industries Promotion Corporation of Tamil Nadu Ltd (SIPCOT) and SIPCOT was incorporated on 25.3.1971 under the Companies Act, 1956 with the objective of promoting Industrial development in the State. SIPCOT has so far established 24 Industrial Parks, 6 Special Economic Zones (SEZ) over an extent of about 35,142 acres in 15 Districts and allotted an extent of about 22,780 acres of land to 2778 units, thereby creating employment opportunities for about 6.66 lakh persons. Further, SIPCOT has planned to create large Land Banks to an extent of about 45,000 acres of land over a period of 5 years.
- 1.1.2 Over the past five decades, the activities of SIPCOT have increased manifold from mere establishment of Industrial Parks and allotment of land to implementation of various special schemes / projects such as Industrial Housing, Desalination Plant, Water Security Plan, Green Cover in Industrial Park, Food Parks, Bulk Drug Park, Medical Devices Park, Mega Leather Footwear Cluster, Electronic Manufacturing Cluster, Furniture Hub, Innovation Centres, Plug & Play facilities, Warehousing, Trade Facilitation Centre, GIS mapping, Joint Venture Industrial Parks, etc.
- 1.1.3 Today, to make ease of doing business activities of SIPCOT it is necessary to develop a customised ERP software comprising each and every activity of SIPCOT with end to end automation to achieve efficiency in addressing the industries' requests and attending the day to day operations of the organization. SIPCOT now intends to appoint an agency for development of an ERP system for SIPCOT on Odoo Platform to manage its end-to-end business process and resources. In this context, SIPCOT is already availing the Odoo license for 12 months and has included 100 user logins in the same license enabling all the Odoo applications related to Finance, Sales, Inventory, Marketing, Human Resources, etc. for customization, development, and implementation suitable to the requirements of SIPCOT's business activities. In this regard, SIPCOT invites quotations from reputed agencies for customization and development around the standard software apps on the Odoo platform and create SIPCOT's ERP system with the required customization.
- 1.1.4 State Industries Promotion Corporation of Tamil Nadu (SIPCOT) (the “**Authority**”) intends to develop a software ERP system in Odoo platform for ease of doing the entire operations of its business. In pursuance of the same, SIPCOT is calling for proposals from suitable Agencies in response to “**Request for Proposal (RFP) for Selection of Agency for Development and implementation of ERP system on Odoo Platform for SIPCOT**”. The agency shall execute this assignment in accordance with the **Terms of Reference** (the “**TOR**”) as per the Section 4 of this RFP.



## 1.2 Request for Proposal

The Authority invites proposals (the “Proposals”) for selection of an Agency who shall develop & implement ERP system on Odoo platform which should include entire operations & functions of SIPCOT. Licenses for Oodo platform will be provided by SIPCOT for development and implementing ERP system in Oodo platform.

The assignment requires the Agency to be deploy minimum One (1) Consultant/Team lead (software development) at SIPCOT Office, Chennai to undertake the following broad scope of work:

- To study the functions & business processes of each and every department in SIPCOT head office and project offices.
- To develop, customize & implement ERP system on Odoo platform which should include entire operation & function of SIPCOT.
- This Consultant/Team lead shall be stationed at SIPCOT Office, Chennai and shall be responsible for executing the Scope of Services by coordinating with the resources at the Agency.
- This Consultant/Team lead shall act as the **single point of contact** for all the communications between SIPCOT and the Agency.

The scope of work detailed above is in conformity with the TOR (collectively the “Consultancy”). The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

## 1.3 Due Diligence by Applicants

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Section 1.8 of this RFP

## 1.4 Release of RFP Document

- 1.4.1 The RFP document will be made available in the website of SIPCOT ([www.sipcot.tn.gov.in](http://www.sipcot.tn.gov.in)) and Tamil Nadu Tenders Website ([www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)) from the date of publication of RFP notification in the newspapers.
- 1.4.2 The Proposal should be accompanied by a Processing Fee to the value of **INR 11,800** (INR 10,000 + 9% CGST + 9% SGST) in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of “**State Industries Promotion Corporation of Tamil Nadu Limited**”, payable at Chennai. It is a non-refundable payment. The Applicant can alternatively pay Bid Processing Fee online through NEFT/RTGS mode. In case of payment through NEFT/RTGS, a letter stating the same with proof of payment in form of relevant bank statement and signed by the authorized signatory

shall be provided.

1.4.3 Bank accounts details for payment of Bid Processing Fee via online mode:

Beneficiary Name	State Industries Promotion Corporation of Tamil Nadu Limited
Name of the Bank	INDIAN BANK
Address of the Bank	No. 26, EthirajSalai, Egmore, Chennai - 600105
Branch	ETHIRAJ SALAI BRANCH
Account No.	6146551084
IFSC Code	IDIB000C032 (I D I B Zero ZeroZero C Zero Three Two)

1.4.4 The proof of successful transactions shall be included as part of the technical proposal and also mailed to - [pmu@sipcot.in](mailto:pmu@sipcot.in) & [itmis@sipcot.in](mailto:itmis@sipcot.in)

**1.5 Validity of the Proposal**

The Proposal shall be valid for a period not less than 90 days from the Proposal Due Date (the “PDD”)

**1.6 Brief Description of the Selection Process**

1.6.1 The Authority has adopted a single-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising of financial bids and supporting documents to be submitted in a single envelope.

1.6.2 The eligible Applicant after satisfying the minimum eligibility criteria indicated in the Section 2.4 who quotes the lowest price (L1) as per the Financial Bid Format indicated in the format as per the Annexure VII shall be considered for proceeding further. Other eligible applicants are ranked L2, L3 and so on, in the ascending order of the financial quotes.

1.6.3 L1 Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the L2 Applicant will be kept in reserve.

**1.7 Schedule of Selection Process**

The following schedule will be followed as given below:

#	Event Description	Date
1.	Pre-Bid Meeting (via Video Conference)	13-09-2022 at 3:30 pm
2.	Proposal Due Date or PDD	27-09-2022 before 3:00 pm
3.	Opening of Proposals	27-09-2022 at 4:00 pm

**1.8 Pre-Bid Meeting/Pre-Proposal Conference**

1.8.1 The Pre-Bid meeting shall be conducted on 13-09-2022 at 3:30 pm via video conference.

1.8.2 The Applicants shall confirm their participation in the pre-bid meeting by sending their participants details and queries to [pmu@sipcot.in](mailto:pmu@sipcot.in) and [itmis@sipcot.in](mailto:itmis@sipcot.in) at least one day

prior to the date of pre-bid meeting. The link for the VC shall be shared in response to the mail from the Applicant.

## **1.9 Communications**

All communications including the proposal shall be addressed to “The Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited, 19-A, Rukmani Lakshmi pathy Salai, Egmore, Chennai 600 008”

## **2 Instructions to Applicants**

### **2.1 Scope of Proposal**

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this agency are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the agency, it may participate in the Selection Process **only in individual capacity (the “Sole Firm”)** in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of agency shall be on the basis of evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted as per the **Annexures I to VII**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at **Annexure VIII -Form of Agreement**.

### **2.2 Clarifications Requested by Applicants**

- 2.2.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Section 1.7 of the RFP. The subject of such envelope/emails shall clearly bear the following identification:

**"Queries concerning RFP for ..... (name of Assignment)"**

The Authority shall endeavour to respond to the queries within the period specified therein prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

- 2.2.2 The Authority reserves the right not to respond to any questions or provide any

clarifications, in its sole discretion, and nothing in this Clause 2.2 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**2.3 Amendment of RFP**

2.3.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum and posting it on the Official Website and by conveying the same to the prospective Applicants by e-mail.

2.3.2 All such amendments will be binding on all Applicants.

2.3.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

**2.4 Minimum Eligibility Criteria**

2.4.1 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

#	Minimum Eligibility	Documentary Proof
a.	The Bidder should be a company registered under the provision of the Indian Companies Act 1956 or 2013, or a partnership firm registered under the Indian Partnership Act 1936 or the Limited Liability Partnership Act, 2008 or a Proprietorship Firm, in existence for at least 2 years as on the date of tender notice.	Copy of Incorporation Certificate/Registration Certificate as applicable along with GST certificate and PAN
b.	The bidder should have completed minimum 1 project in Oodo platform	Copy of Work order and completion certificate / Performance certificate issued by the clients for development of ERP system on Oodo Platform / Auditor certificate for receipt of payments for the ERP projects done by the Agency same.
c.	The Applicant should not have been blacklisted by any Central Government/State Government Agency/Corporation/Establishment/Institution and if any such bar subsists at the time of submission of the Proposal, such Applicant shall be considered ineligible for this Proposal.	Self-Certification
d.	An Applicant, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of	Self-Certification

	<p>a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate both in India and Abroad.</p>	
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2.4.2 If the Applicant doesn't comply with the minimum eligibility mentioned above, the Applicant shall be considered as ineligible.

## 2.5 Preparation of Proposal

2.5.1 **Language:** The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.5.2 **Format and Signing of Proposal:** The Proposal shall be signed on all pages by the Authorized Representative of the Applicant. A Power of Attorney, duly notarized by a notary public in the form specified in the Annexure IV of the RFP, shall accompany the proposal.

2.5.3 **Proposal Details :** The Applicant shall submit the proposal according to the Annexures I to Annexure VII of the RFP and ensure compliance with the requirements of the details required by those Annexures.

- a) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Agency, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.5.4 **Financial Proposal:** Applicants shall submit the financial proposal in the formats at Annexure-VII (the “Price Bid/Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. In the event of any difference between figures and words, the lower of the two shall prevail. While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall consider all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs (including break down of costs) shall be expressed in INR.

## 2.6 Submission of Proposal

2.6.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.6.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, the name and address of the Applicant. It shall bear on top, the title: “**Request for Proposal (RFP) for Selection of Agency for Development and implementation of ERP system on Odoo Platform for SIPCOT**”.

2.6.3 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.6.4 The aforesaid envelope shall contain:

- **Details as per the Annexure I to Annexure VI**
- **Signed copy of the RFP**
- **Bid Security(Demand Draft)**
- **Bid Processing Fee(Demand Draft or Proof of Online Payment)**
- **Financial Proposal as per the Annexure VII**

2.6.5 Tender shall be submitted either by post/speed post/courier or hand delivered at “The Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited, 19-A, Rukmani Lakshmipathy Salai, Egmore, Chennai - 600 008” on or before **3:00 p.m. on 27-09-2022**.

2.6.6 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Proposals submitted with unsealed cover would summarily be rejected.

2.6.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the final deliverable by the Authority and discharge of all obligations of the Agency under the Agreement.

## 2.7 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

## 2.8 Modification/ substitution/ withdrawal of Proposals

2.8.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.8.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 2.6 of the RFP, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.8.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date (PDD), unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.9 Bid Security

2.9.1 The Applicant shall furnish as part of its Proposal, a Bid security of **INR 35,000** in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of “State Industries Promotion Corporation of Tamil Nadu Limited”, payable at Chennai (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as require. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

- 2.9.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive
- 2.9.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.9.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time
  - b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Section 2.12 of the RFP.
  - c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Section 2.14 and 2.15 of the RFP.

## **2.10 Performance Security**

- 2.10.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If the Applicant engages in any of the Prohibited Practices or if the Applicant is found to have a Conflict of Interest as specified in the Clause 3.2 of the Agreement (Annexure VIII – Form of Agreement) of the RFP.
  - b) If the Selected Applicant commits a breach of the Agreement.
- 2.10.2 An amount equal to **5% (five per cent) of the Agreement Value** shall be deemed to be the Performance Security, **by the way of Bank Guarantee with 1 year validity**, which may be forfeited and appropriated in accordance with the provisions hereof.

## **2.11 Evaluation of the Proposal**

- 2.11.1 The Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if :
- a) the Proposal is received as per the Annexures I to VII;
  - b) it is received within the Proposal Due Date;



- c) it is accompanied by Bid Processing Fee (Demand Draft or Online Payment Proof);
- d) it is accompanied by Bid Security (Demand Draft);
- e) it is signed, sealed, bound together in hard cover and marked as stipulated in Section 2.6 of the RFP;
- f) it is accompanied by Power of Attorney as per the Annexure IV of the RFP;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification;
- i) it is not non-responsive in terms hereof.

2.11.2 The Authority shall subsequently examine and evaluate Proposals in accordance with the the criteria set out in Sections 2.4 and 2.11.4 of this RFP.

2.11.3 **Eligibility Check:** In this stage, the Proposal shall be checked for the minimum eligibility conditions as per Sections 2.4 of the RFP and identify qualified Applicants, who shall be evaluated further.

2.11.4 The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in this RFP.

2.11.5 **Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.11.6 **Clarifications requested by Authority:** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.11.7 If an Applicant does not provide clarifications sought under Section 2.11.6 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.11.8 **Proprietary Data :** Subject to the provisions of Section 2.11.5, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall

remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

## **2.12 Negotiations**

The Selected Applicant may, if necessary, be invited for negotiations. Pricing and other issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

## **2.13 Award of Consultancy**

After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

## **2.14 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant and on furnishing performance security, it shall execute the Agreement within the period as notified by the Authority. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.15 Commencement of assignment**

The Agency shall commence the Services at the SIPCOT Office Chennai within 7 (seven) days of the date of the Letter of Acceptance issued to the Selected Applicant as in the Section 2.13, or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Section 2.14 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Section 2.13

# **3 Miscellaneous**

## **3.1 Other Key Points**

3.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of

India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- 3.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 3.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 3.1.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 3.1.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 4 Terms of Reference

### 4.1 Background

- 4.1.1 The Government of Tamil Nadu established State Industries Promotion Corporation of Tamil Nadu Ltd (SIPCOT) and SIPCOT was incorporated on 25.3.1971 under the Companies Act, 1956 with the objective of promoting Industrial development in the State. SIPCOT has so far established 24 Industrial Parks, 6 Special Economic Zones (SEZ) over an extent of about 35,142 acres in 15 Districts and allotted an extent of about 22,780 acres of land to 2778 units, thereby creating employment opportunities for about 6.66 lakh persons. Further, SIPCOT has planned to create large Land Banks to an extent of about 45,000 acres of land over a period of 5 years.
- 4.1.2 Over the past five decades, the activities of SIPCOT have increased manifold from mere establishment of Industrial Parks and allotment of land to implementation of various special schemes / projects such as Industrial Housing, Desalination Plant, Water Security Plan, Green Cover in Industrial Park, Food Parks, Bulk Drug Park, Medical Devices Park, Mega Leather Footwear Cluster, Electronic Manufacturing Cluster, Furniture Hub, Innovation Centres, Plug & Play facilities, Warehousing, Trade Facilitation Centre, GIS mapping, Joint Venture Industrial Parks, etc.
- 4.1.3 Today, to make ease of doing business activities of SIPCOT it is necessary to develop a customised ERP software comprising each and every activity of SIPCOT with end to end automation to achieve efficiency in addressing the industries' requests and attending the day to day operations of the organization. SIPCOT now intends to appoint an agency for development of an ERP system for SIPCOT on Odoo Platform to manage its end-to-end business process and resources. In this context, SIPCOT is already availing the Odoo license for 12 months and has included 100 user logins in the same license enabling all the Odoo applications related to Finance, Sales, Inventory, Marketing, Human Resources, etc. for customization, development, and implementation suitable to the requirements of SIPCOT's business activities. In this regard, SIPCOT invites quotations from reputed agencies for customization and development around the standard software apps on the Odoo platform and create SIPCOT's ERP system with the required customization.

### 4.2 Detailed Scope of work

- a) Deployment of the Business Agency at SIPCOT office in Egmore for the preparation of BRS and SRS. The Agency may choose the best resource to be deployed who shall be the single point of contact for the Agency. **The key person shall be deployed at SIPCOT for preparation of the BRS & SRS as per the requirement by thoroughly understanding the business processes and functions of the all the departments of SIPCOT. SIPCOT will obtain and provide necessary licenses for Oodo platform. .**

- b) The agency should submit the action plan with timelines within overall time limit of 6 months excluding training
- c) Based on the BRS and SRS prepared by the Business Consultant, the development team of the agency shall work on design, development, customization, integration and implementation of the ERP system on Odoo Platform for SIPCOT for end-to-end life cycle of business processes for modules indicated in the Functional Requirements (Section 4.5)
- d) Development of mobile application enabling the functions of the developed ERP system.
- e) Proposed system should ensure the integrity and security of the data.
- f) Seamless integration with existing software systems such as Allotment of Land, NOC, Incentives and other integrations with payment gateway, SMS gateway, Email gateways shall be ensured/established as applicable.
- g) ERP system should have protection against all vulnerabilities of online web applications including common/known hacking techniques like phishing and SQL injection etc. System should be able to differentiate between a mechanized intrusion and manual access to the applications.
- h) Proposed system must support to add any future requirement, additional feature, functionalities as and when required.
- i) The agency should suggest necessary re-engineering of the processes so as to enable the adoption of the product/solution proposed more comprehensively. The agency shall also supply suitable manuals for knowledge transfer and training post development.
- j) The agency shall provide training and support for a period of 6 months post implementation
- k) The ERP portal shall be hosted in the servers of SIPCOT installed in State Data Centre (ELCOT)

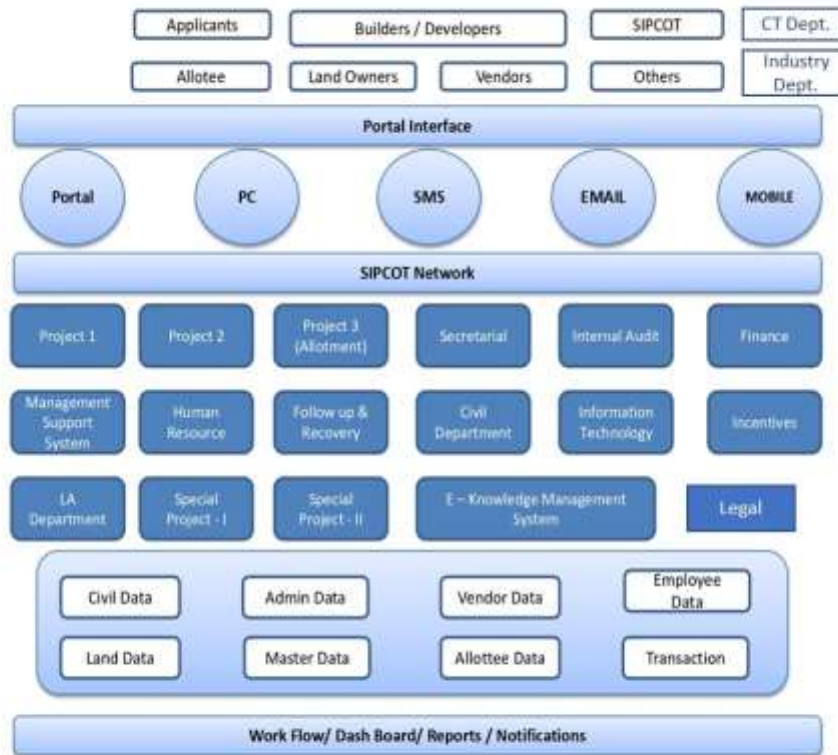
### **4.3 Technical Specifications**

To eliminate the existing paper works and manual intervention, the proposed system should reduce paper works, automate overall processes, reduce work load, easy to use without affecting current system order, match and validate accounts, view on-time integrated reports, track values of various processes, secure data use, accessibility and transformations, auto backup of all the records and planning, control, management, monitoring and operation of SIPCOT and all its Project Offices throughout the State.

Proposed system shall provide online delivery of various services to Industry and all other stake holders. All the modules should be seamlessly integrated across all levels with accountability access with various departments based on the requirement.

The envisioned Integrated Enterprise Management system proposes to digitize the complete gamut of functions, services and actions that are offered / undertaken by its various functional departments, leading to increased integration, transparency, user-centricity and

overall efficiency improvement within the organization. The proposed technical architecture shall be as below:



#### 4.4 Software Design Methodology

SIPCOT is already availing the Odoo license for 12 months and has included 100 user logins in the same license enabling all the Odoo applications. The proposed software should have the following broad design philosophy

- a. Open standards: Design shall be ensured to support all standard browsers
- b. Scalable: The Proposed system should be robust and scalable in terms of performance and functionality. Should be suitable for 1 to 100000 users.
- c. Modular: Solution should be modular in approach; Modules/Apps should be added to solution database whenever needed without any limitations.
- d. Enterprise search: Easy and powerful search enterprise content
- e. High operational reliability: The systems shall be designed for high operational reliability and redundancy in various components of the system. Solution should be supporting High Availability functionality, Data Consistency, Resiliency at application level.
- f. Integrity and Stability: The integrity and stability of web applications should be ensured by using various tools. There should not be problem of broken pages, causing 404 file not found display.

- g. Response time and accessibility: The design shall ensure quick response time (not more than 5 seconds for a remote user for login and home pages)
- h. User friendly: Well organized information with consistent look and feel with user friendly navigation features
- i. Security: An appropriate security mechanism should be provided to ensure security at various levels like: Functional level, user group/class level and transaction type level like: Functional level, user group/class level and transaction type level. System should ensure that access being restricted via the use of usernames/identifications and associated password
- j. Single sign on/off: System must have single sign on and single sign off for complete functionalities of software
- k. Integration: The system must be integrated with other external systems like Online payment gateway, Email gateway, SMS Gateway, existing system etc. System should provide complete API and standard web services for integration.
- l. Migration: The software should have option for Bulk upload of existing legacy data
- m. Customization: The proposed solution should be highly customizable, based on fully personalized database or fields based on need. Solution should have the capability to use standard modules and features, should be able create tailor-made fields and apps on the database. Perfect process driven Software Development Life Cycle (SDFC) should be followed across Project execution, solution design, development and deployment.
- n. Mobile Apps: Solution should be accessible through Android and IOS based mobile apps.
- o. Deployment: Software should be able to be deployed in both On-Premises and as well as in cloud & SAAS model.

#### **4.5 Functional Requirements**

The agency shall customize the existing Odoo applications such that it should perform the following functions as the majority of the functions indicated below are not readily available as applications on Odoo platform.

##### **4.5.1 Industrial Park Management system**

This module should have the following functionalities with end-to-end automation of each and every activities including notings, email and SMS alerts, allottees login credentials, PO functions, Reporting officers functions, Flows of each and every process defined by SIPCOT time to time during development.

- Create / Modify / Edit- Industrial Parks, New Land banks, Plots(Industrial, Commercial, OSR, Amenities, etc. as per the layouts)
- Land stock Monitoring and controlling Module
- Integration of Existing GIS system with Land stock.
- **Land Allotment Management** – Receipt of online application, Allotment committee meeting intimation & minutes, Further particulars called for, Updation of application data, Processing of application from PO/HO officer to MD, Allotment order generation with tax invoice, QR code and digital signature along with email/SMS alerts. Preparation of lease deed by PO and approved by Legal dept.

- **Allottee Request Module** – Issuance of NOC, transfer of lease hold rights/ Change in Management request, Change in Name, Change in project/product, Change in constitution, additional product line request, Enhanced quantity of water request, sub-lease, track rent for allottee / non allottee, Surrender of plot and others if any specific required

**Note**

The above all the modules should include reports required by SIPCOT as and when required.

- **Deed Verification** – Draft lease deed, Rectification deed, Modified lease deed, Under taking deeds, Preparation / Approval Bank Guarantee verification
- **Refund of Payment** – Initial deposit, Caution Deposit, Excess payment, plot cost on surrender
- **Issuance of Notices** – 15 days notice, 30 days notice, 90 days notice, Cancellation Order, Form A, Form B, Form C, Form D, Eviction order
- **Penalty Notice**- Category 2, Category 3, Revival of sick notice, non implementation notice.
- **Reports** – Generation of reports / Extract for the above all functionalities / requirements (Minimum 50) in as such required formats
- Monitoring of applications of land allotment
- Monitoring of implementation of project / utilization of land
- Monitoring of action initiated for non-compliance / Issue of notices for resumption of the plot user TNPP(E) Act
- Surrender of land
- Sub-lease of built up area
- Extension of time for implementation of the project
- Request for change in management/ Transfer of lease hold rights
- Change in shareholding pattern / directors
- Change of Name, Address & Constitution
- Obtaining reports from Project Officers
- Permission for transfer of leasehold rights in respect of assets, auction purchased through Official Liquidation / DRT /bank /financial instructions
- Request for Laying OFC cables and film shooting
- Request for renting of SIPCOT buildings in the Industrial park
- Monitoring of Audit Paras/ queries
- Request for usage of SIPCOT roads by collecting track rents.
- Monitoring of execution of lease deed within the stipulated time.
- Monitoring of work assigned for external agencies
- Other request – Enhancement of water supply, change in line of activity, shifting of HT line etc.
- Compliance Report related to statutory bodies viz, TNPCB, MEPZ, SEIAA, MOEF and etc.

#### 4.5.2 Financial accounting system management (including incentives)

Financial accounting module with end-to-end integration of all other modules needs to address the following requirements:

- Automated Billing (including E- Invoicing) along with its real-time accounting



- Automated Collections / payments (API integration with Bank server) along with its real-time accounting.
- Development of Customer Relationship Management Portal (Web Portal to access by Allottee along API Integration with Bank Server and Finance Module)
- Automated accounting for all transactions involved in the business operation through workflow.
- Vendor Master / Customer Master Management.
- Budget Module
- Inventory module
- Payroll module
- Fund Management and Cash Flow Statements Module.
- Incentive Management Module, which needs to record from the receipt of application to till the disbursement of incentive including data management.
- Module for tracking and accounting of government grants / Loan from Bank, NABARD & SIDBI
- Module for Fixed Assets to comply with IndAS
- Module for Tracking Direct /Indirect Taxes Cases & Assessments and Appeals.
- Receivables / Payables Management Module.
- Module for all accounting transactions with respect to SIPCOT EPF EPF/SPF/Gratuity Trusts and SIPCOT's subsidiaries.
- Module for Bank guarantees.
- Module for Preparation of standalone and consolidated FinancialStatements and schedules as per IndAS requirement.
- Accounting of entire purchase function from quotation/Estimate PR,PO / work order for all departments should be integrated in finance module.

#### **4.5.3 Human Resource Management System (HRMS)**

System should provide the integrated solution of HR & Payroll covering all functions of the Human Resource Department that deals with recruitment, employee's management, payroll, performance, training, etc. System should be used to simplify the daily tasks involved in the HR department and act as a bridge between human resource management and information technology. System should allow enterprises to automate many aspects of human resource management, with dual benefits of reducing the workload of the HR department as well as increasing the efficiency of the department by standardized HR processes.

##### **Employee Information System:**

- i. Employee login: Each employee should have separate login in for system and should be able to view/edit/entry their own details as per policy
- ii. The system should include all the master data of the employee's that enables the HRD transactions in the application.
- iii. The system should have the provision of maintain the following minimum employee information such as:

Employee name, Employee Id, Address (present and permanent), Address proofs, phone number,

- Mobile number, email id, gender, Marital Status, Academic Qualification, Professional qualification, Designation and date of birth.
- iv. The system should have the provision of capturing previous experience and information
  - v. The system to provide for leave master file data (for every calendar year) that helps in managing leave details of each employee.
  - vi. The system to allow Competent Authority master that helps in assigning the appointing authority, approving authority, leave sanctioning authority and immediate supervisor so as to manage the HR process workflow.
  - vii. Online Job portal: System should have the option of job portal that display the job requirements of the company
  - viii. The system should allow to change the cadre/designation/pay scale/ reporting structure of the employee after getting promoted or demoted by authorized personnel
  - ix. The system should be able to record the retirement date of the employee and update HR record accordingly
  - x. The system should be able to record suspension, termination & retirement of the employee
  - xi. The system should allow to record, update and manage the following:
    - a. Employee basic information
    - b. Grade and Pay related particulars
    - c. Service Record
    - d. Loans & Advances
    - e. Appraisal Information
    - f. Skills & Training
    - g. Leave information
    - h. Perquisites & eligibility information
  - xii. Payroll: In-built payroll should capture the details like payroll structure, salary, pay slips, deductions, bonuses, reimbursements, provident fund, loans and insurance etc.
  - xiii. Employee's attendance/Biometrics: System should have the option to capture the employee attendance by integrating with biometrics system as per the user requirements.
  - xiv. The system should have facility to enter details of third party outsourcing / contract employees
  - xv. Creation of Employee Self-service which includes personal and professional record, pay slip / Form 16.
  - xvi. Approval/ Notification/ Alerts workflow: system should have inbuilt features to pop up the notification or alerts through E-mail.
  - xvii. Dashboard: System should have the built-in role based dashboard facility.
  - xviii. Gratuity and Life Assurance Scheme
  - xix. Insurance & Group Insurance Scheme

#### **4.5.4 Document Management System**

Document management system should provide computerized management of electronics as well as paper-based documents. It should be a single point document repository for retrieving any type of documents. It should facilitate creating, uploading, deleting, updating, approving, sharing, storing and downloading of documents and should be accessible from anywhere through internet or intranet. System should also meet

the requirement like multiple documents upload, transmittals generation, version revisions, and status like pending, approved or rejected.

It should also offer secure accessibility to internal and external customers, vendors/Bidders etc.

Document management system should have the following functionalities

- i. Document workflow: DMS should have document workflow that automates document-centric processes, improves efficiency and repeatability of operations. Administrators and authorized users should be able to create, manage, reuse and support document workflow.
- ii. Document searching: DMS should have full-text document search on content or on any selection of metadata with immediate document search results. Search criteria should include everything from profile information to document version number. Document search should be fast and results are returned instantly.
- iii. Document control: DMS should provide document control features such as user access permission check-in/check-out, revision management, and document workflow notifications, capturing of electronic audit trail with history of versions and activity, analyze standard and customizable reports for improving the flow of information and accountability
- iv. Document storage: DMS should have advance document searching, remote access options, and integrated security means that information is more readily available at the search of a keyboard-even from outside the office and files should be secured against unauthorized access.
- v. Version control: Version control should give the ability to manage document changes and revisions including going back to previous version of a document
- vi. Web-interface: DMS should provide robust web interface for connecting external databases such as enterprises CRM or ERP systems
- vii. Active Directory interface: DMS application should be integrated with domain server active directory for logon credentials authentication
- viii. Document sharing: It should allow multiple workers to access the same document at a time.
- ix. Document archiving: Set retention periods for documents and schedule archival or removal processes

#### **4.5.5 Other applicable modules from the Odoo Applications covered under the License**

The agency based on their understanding of the business processes and functions of the organization shall include the following services in the ERP system as applicable for SIPCOT. The agency shall undertake the necessary modifications and customization to the standardized Odoo Applications

- a. Inventory Management
  - Supplier and purchase order management
  - Product Lifecycle Management
  - Warehouse Management
  - Quality Management
  - Asset Management
- b. Marketing Management System
  - Social Marketing
  - Email Marketing

- SMS Marketing
- Event Management
- Survey Management
- c. Services Management
  - Helpdesk Management
  - Issues Tracking System
  - Field Service Management
  - Tracking and monitoring
  - Service Level Management

#### 4.5.6 Dashboard or Report generation Module

On the basis of different database, different customizable report may be generated and can be represented in report/pictorial form

Eg –Internal Reports & Program Monitoring

#### 4.5.7 Land Acquisition Dash Board/ Report Generation

Different reports to be generated based on different database

#### 4.5.8 Project Management System

For Civil work from estimate sanction to till the project finalization

Monitoring the progress of the project

#### 4.5.9 Structural Package Assistance

#### 4.5.10 Smart Meter Monitoring Functions

#### 4.5.11 Land Acquisition Module integration

#### 4.5.12 Court Case monitoring system integration

#### 4.5.13 Single window portal integration

#### 4.5.14 GIS data integration with IILB, Single window portal, existing GIS website.

#### 4.5.15 Security audit certificate on the proposed software with 1 year validity.

#### 4.5.16 Functions of Special Projects 1 & 2,, Internal Audit, MSS, F&R, Secretrial department should be covered in the proposed softwares.

## 5 Efforts Estimate

The entire project should complete **within 6 months** from the date of issuing of Work Order. The Agency should deploy required resources to ensure the assignment is completed within the specified duration. .

## 6 Deliverables , Payment Guidelines and timelines

S. No.	Deliverable/Milestone	Payment	Timeline
1	BRS and SRS sign off	20% on SIPCOT approval	6 Months
2	Customization & ERP system Development, User Acceptance Testing (UAT), Bug Fixing, Master Data Upload and Sign Off	40% on SIPCOT approval	
3	Go-Live	20% on SIPCOT approval	
4	Training & Support for a period of 6 Months	20% (5% after first 2 months + 5% after 4 months + 10 % after the completion of entire scope)	6 Months

## Annexure I - Proposal Covering Letter

Date: \_\_\_\_\_

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

**The Managing Director,**

State Industries Promotion Corporation of Tamil Nadu Limited,  
19-A, Rukmani LakshmipathySalai, Egmore,  
Chennai - 600 008.

Sir,

Sub: *"Title of the RFP"*-- Submission of Proposal –Reg.

Ref: Your Tender Notice Dt. ....

With reference to your tender notice, we submit herewith our sealed tender for the *"Title of the RFP"*.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for

- breach on our part.
7. I/We certify that we have not been barred by any Central Government/State Government Agency/Corporation/Establishment/Institution.
  8. I/We declare that:
    - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority and all the terms and conditions of this RFP;
    - (b) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with Clause 3.1.2 of the RFP document.
  9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.
  12. The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft is attached, in accordance with the RFP document.
  13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Annexure-IV.
  16. In the event of my/our firm/ consortium being selected as the Agency, I/we agree to enter into an Agreement in accordance with the form at Annexure VIII – Form of Agreement of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant)



**Annexure II –Particulars of the Applicant**

1.1	<p>Title of Consultancy:  <b>Selection of Agency for Development and Implementation of ERP system on Odoo platform for SIPCOT</b></p>
1.2	<p>Title of Project:  <b>Selection of Agency for Development and Implementation of ERP system on Odoo platform for SIPCOT</b></p>
1.4	<p><b>State the following:</b>  Name of Company or Firm:  Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):  PAN Number : .....(<i>Enclose a Copy of PAN card</i>)  GST Number : ..... (<i>Enclose a Copy of GST Certificate</i>)  Country of incorporation :  Registered address:  Year of Incorporation: ..... (<i>Enclose a Copy of Incorporation Certificate/Partnership Deed/Trust Deed, etc. whichever is applicable</i>)  Brief description of the Company including details of its main lines of business  Name, designation, address and phone numbers of authorised signatory of the Applicant:  Name:  Designation:  Company:  Address:  Phone No.:  E-mail address:</p>

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant)

**Annexure III – Statement of Legal Capacity**

(On Applicant’s Letter head)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Selection of Agency for .....

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual’s name) will act as our Authorised Representative/ will act as the Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

For and on behalf of .....

### Annexure IV - Format for Power of Attorney

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) 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 Proposal for and s **Selection of Agency for Development and Implementation of ERP system on Odoo platform for SIPCOT**, proposed to be developed by the **State Industries Promotion Corporation of Tamil Nadu** (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED  
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS  
..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....  
(Signature, name, designation, and address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## Annexure V – Financial Capacity of the Applicant

(Refer Clause 2.4.1(c))

S. No.	Financial Year	Annual Turnover from ERP system development Services (Rs.)
1.		
2.		
3.		

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees from ERP system development services.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

### Annexure VI–Summary of Firm’s Eligibility

#	Project Details	Assignment Duration	Scope of Services Provided	Assignment Fee (in Rs.)	Proof of Completion
1.	Project Name : Client :	[Start : mm/yy End : mm/yy]			[Yes/No Type of Supporting Document : Client Certificate/Auditor Certificate Reference Page No. : ]
2.					
3.					
4.					
5					

*The supporting documents for each one of the Applicant’s experience shall comply with the requirements as indicated in the minimum eligibility criteria as per the section 2.4*

*Note: For evaluation, for assignments outside India, if the value is in currency other than USD, the same shall be converted to USD as per the exchange rate at the time of execution of that contract and the same shall be provided along with the proof of the exchange rate used.*

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant)

**Annexure VII – Price Bid**

*The below table shall be printed on the company’s letter head and the quote shall be duly filled in the columns indicated in the table below.*

<b>S. No.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>
<b>A</b>	Cost of Development of ERP system for SIPCOT on Odoo platform including the training support period of 6 months.	
<b>B</b>	GST ..... % (of A)	
<b>C</b>	Total Cost for Development of the ERP System for SIPCOT (A+B) including training support period of 6 months	
	Amount in Words	Rupees ..... only

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Note :

- a. The rate quoted by the bidder shall be kept firm for a period of 90 days from the date of submission of the quote. The bidder should keep the Price firm during the entire period of Contract. Escalation of rate will not be permitted during the said periods whether extended or

not for reasons other than increase of taxes payable to the Governments in India within the stipulated implementation period.

- b. The price bid formats should be filled clearly and legibly both in figures and words.
- c. In case of discrepancy between the prices quoted in words and figures, lower of the two will be considered.
- d. Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the RFP will not be accepted.



## Annexure VIII – Form of Agreement

### DEED OF AGREEMENT

#### Selection of Agency for Development and Implementation of ERP system on Odoo platform for SIPCOT

This AGREEMENT (hereinafter called the “Agreement”) is made on the .....day of the month of \_\_\_\_\_, between, **State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)**, a company registered under the Companies Act, 1956 and having its Registered Office at No.19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai-600 008 represented by ..... and hereinafter referred to as the “**Authority**”, which term shall, unless repugnant to the context otherwise requires, mean and include its representatives, administrators, successors and permitted assigns on the one part

AND

M/s..... represented by ..... having their Registered Office at ..... hereinafter referred to as the “**Agency**”, which term shall, unless repugnant to the context otherwise requires, mean and include their representatives, administrators, successors and permitted assigns on the other part

#### WHEREAS

- A. The Authority vide its Request for Proposal for .....(assignment title) (hereinafter called the “**Consultancy**”) for Development of .....(project title) (hereinafter called the “**Project**”);
- B. the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Authority that it had the required professional skills, and in the said proposal the Agency has also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Agency, awarded the Consultancy to the Agency vide its signed Letter of Acceptance ..... and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement. Without prejudice to the generality of the provisions of the Agreement, on matters not covered by this Agreement, the provisions of RFP

shall apply.

## 1 General

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Agreement”** means this Agreement, together with all the Annexes;
- b) **“Agreement Value”** shall have the meaning set forth in Clause 6.1
- c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2
- f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) **“Government”** means the Government of Tamil Nadu;
- i) **“INR, Re. or Rs.”** means Indian Rupees;
- j) **“Member”**, in case the Agency consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- k) **“Party”** means the Authority or the Agency, as the case may be, and **Parties** means both of them;
- l) **“Personnel”** means persons hired by the Agency or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- m) **“RFP”** means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- n) **“Services”** means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- o) **“Third Party”** means any person or entity other than the Government, the Authority, the Agency or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to

form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Acceptance.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency. The Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and Obligations**

The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Agreement, in particular:

- a) The Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- b) The Authority shall make payments to the Agency in accordance with the provisions of the Agreement.

## **1.4 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Chennai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of Contents and Headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) **in the case of the Agency**, be given by **e-mail and by letter** delivered by hand to the address given and marked for attention of the Agency; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Agency may from time to time specify by notice to the Authority;
- b) **in the case of the Authority**, be given by **e-mail and by letter** delivered by hand and be addressed to the Authority with a copy delivered to the Authority; provided that if the Agency does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) **any notice or communication by a Party to the other Party**, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

## **1.9 Authority of Member-in-charge**

The Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Agency's rights and obligations towards the Authority under this Agreement including, without limitation, the receiving of instructions and payments from the Authority.

## **1.10 Taxes and Duties**

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws.

# **2 Completion and Termination of the Agreement**

## **2.1 Effectiveness of the Agreement**

The Agreement shall come into force and effect on the date of **issue of the Letter of Acceptance (LoA) by the Authority**.

## **2.2 Commencement of Services**

The Agency shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

## **2.3 Termination of Agreement for failure to commence Services**

If the Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

## **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of ..... weeks after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Agency upon satisfactory compliance to the terms and conditions of the Agreement hereunder.

## **2.5 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties giving due consideration to any proposals for modification made by either Parties.

## **2.6 Force Majeure**

### **2.6.1 Definition**

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable 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, confiscation or any other action by government agencies.
- b) Force Majeure shall not include(i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.6.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder 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.

#### 2.6.3 Measures to be taken

- a) 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.
- b) 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 14 (fourteen) days following the occurrence of 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.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 2.6.4 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.

#### 2.6.5 Consultation

Not later than 30 (thirty) days after the Agency 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.

### **2.7 Suspension of Agreement**

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency 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 (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

### **2.8 Termination of Agreement**

#### 2.8.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:

- a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement

#### 2.8.2 By the Agency

The Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (thirty) days after receiving written notice from the Agency that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach; or
- c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) and any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, 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. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

#### 2.8.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3 Obligations of the Agency**

#### **3.1 General**

##### 3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

##### 3.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### 3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Agency and any Sub-Consultant, comply with the Applicable Laws.

#### **3.2 Conflict of Interest**



3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity **for any project resulting fromor closely related to the Services** and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Agency nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Agency not to benefit from commissions, discounts, etc.

The payment to the Agency pursuant to Clause 6 hereof shall constitute the Agency's payment in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
  - (c) “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 or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) "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

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

3.3.1 The Agency, its Sub-Consultant and the Personnel of either of them shall not, either during the term or after the expiration or termination of this Agreement, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency, its Sub-Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

3.3.2 Notwithstanding the aforesaid, the Agency, its Sub-Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, its Sub-Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the

Agency or its Sub-Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Agency**

The Agency shall indemnify and hold harmless the Authority against any and all claims with respect to data or goodwill ,or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against a Third Party arising out of gross negligence of the Agency in the provision of services under this contract. The liability of the Agency under any circumstance shall not exceed one time of contract value or fee paid to the Agency, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Agency's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Contract.

### **3.5 Insurance to be taken out by the Agency**

The Agency will be responsible for appropriate insurance coverage. In this regard, the Agency shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Agency or its staff. The risks and the coverage shall be as follows:

- (a) Third Party liability insurance with a minimum coverage of Agreement Value;
- (b) Professional Indemnity insurance, with a minimum coverage of Agreement Value;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

### **3.6 Agency's actions requiring the Authority's prior approval**

The Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex–2.
- (b) entering into a subcontract for the performance of any part of the Services and that the Agency shall remain fully liable for the performance of the Services by the Sub-

Consultant and its Personnel pursuant to this Agreement; or

(c) any other action that is specified in this Agreement.

### **3.7 Reporting Obligations**

The Agency shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.8 Documents prepared by the Agency to be the property of the Authority**

3.8.1 All documents and software (collectively referred to as “Consultancy Documents/software”) prepared by the Agency (or by the Sub-Consultant or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority.

3.8.2 The Agency shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents/software to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such Consultancy Documents. The Agency, its Sub-Consultants or a Third Party shall not use these Consultancy Documents/software for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Document/software, or due to any breach or failure on part of the Agency or its Sub-Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.9 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Agency by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.10 Providing access to the Place of Operations and Personnel**

The Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided access to the place of operations and to all Personnel during office hours with prior approval of the Authority. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the

Services in progress and interact with Personnel of the Agency .

### **3.11 Accuracy of the Documents**

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.

## **4 Agency's Personnel and Sub-Consultant**

### **4.1 General**

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

The Agency shall mobilize the key personnel as per the schedule of activities indicated. The Agency shall meet the Authority with all the key personnel, as a proof of mobilization and commence work within 7 days from the date of receipt of the LoA. Failing to comply with this will be considered as non-mobilization of key personnel and the Authority reserves the right to cancel the consultancy work.

### **4.3 Approval of Personnel**

The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be limited to not more than two Key personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

### **4.5 Team Leader**

The person designated as the Team Leader of the Agency's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

## **5 Obligations of the Authority**

### **5.1 Assistance in clearances, etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure to:

- (a) provide the Agency and its Personnel with work permits and such other documents as may be necessary to enable the Agency and its Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Access to land and property**

The Authority warrants that the Agency shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

### **5.3 Return of Bid Security**

The Authority shall return the amount collected towards the Bid Security from the Agency, after the signing of the Agreement by the Agency and submission of the deliverables assigned for it within the first 2 (two) months from the Effective Date.

### **5.4 Payment**

In consideration of the Services performed by the Agency under this Agreement, the Authority shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6 Payment to the Agency**

### **6.1 Agreement Value**

Except as may be otherwise agreed under Clause 2.5, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees ..... ) as per **Annex-4** of the Agreement.

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees

### **6.3 Mode of billing and payment**

- 6.3.1 The Agency shall be paid for its services as per the Payment Schedule at **Annex-5** of this Agreement, subject to the Agency fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Agency, only for the approved deliverables and the undisputed amount.
- 6.3.2 The Agency shall raise an invoice for the deliverable approved by the Authority, which shall be paid by the Authority, after deducting the applicable taxes at source, within 30 (thirty) days after the receipt of the invoice along with the necessary particulars (the “**Due Date**”).
- 6.3.3 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of ..... weeks after receipt of the final deliverable by the Authority unless the Authority, within such ..... weeks period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- 6.3.4 Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed with interest at 18% p.a. by the Agency to the Authority within 30 (thirty) days after receipt of notice thereof by the Agency. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3.3
- 6.3.5 All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

## **7 Liquidated damages and penalties**

### **7.1 Performance security**

- 7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Agency



at the end of ..... **weeks** after the expiry of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Agency shall furnish a Bank Guarantee for Performance Security in the form specified at Annex-6

## **7.2 Liquidated Damages**

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value. Such liquidated damages as and when identified by the Agency shall be adjusted against the subsequent payments to be made for the Agency against the approved deliverables and/or deliverables to be submitted.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be adjusted against the subsequent payments to be made for the Agency against the approved deliverables and/or deliverables to be submitted. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

## **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives

of this Agreement.

## **9 Settlement of Disputes**

### **9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with Agreement or the interpretation thereof.

### **9.2 Dispute Resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement(including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon their representatives for amicable settlement, and upon such reference the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4

### **9.4 Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 2016. The place of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator, appointed by mutual consent of the Authority and the Agency as per the provisions of Arbitration and Conciliation Act 2016 or under any statute for the time being in force.

- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED and DELIVERED

SIGNED, SEALED and DELIVERED

For and on behalf of

For and on behalf of

Signature

Signature

Witness

In the presence of :

Authority

Agency

1.

2.

**Annexures to Agreement**

**Annex-1: Terms of Reference**

As per the Section 4 of the RFP

**Annex-2: Deployment of Personnel**

<b>Resource Category</b>	<b>Name of Staff with qualification &amp; experience</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Planned Hours of estimate</b>
Project Manager				
BRS & SRS Consultant				
Developers				

**Annex-3 : Approved Sub-Consultant**

1. Details of the Firm	
Firm's Name, Address and Telephone	
Name and Telephone No. of the Contact Person	
Fields of Expertise	
No. of Years in business in the above Fields	
2. Services that are proposed to be sub contracted:	
3. Person who will lead the Sub- Agency Name:	
Designation:	
Telephone No:	
Email:	

4. Details of Firm’s previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

## **Annex-4 : Cost of Services**

As per the Annexure VII of the RFP

## **Annex-5 : Payment Schedule**

As per the Section 4.4 in RFP



## **Annex-6 : Bank Guarantee for Performance Security**

To,  
Managing Director,  
State Industrial Promotion Corporation of Tamil Nadu,  
19-A , Rukmani Lakshimipathy Road,  
Egmore, Chennai – 600 008

In consideration of State Industrial Promotion Corporation of Tamil Nadu Limited (SIPCOT) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. ...., having its office at ..... (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Acceptance no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Consulting Services .....and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement.

We, ..... (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of ..... weeks from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

8. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs.\*\*\*\*\* (Rupees \*\*\*\*\* ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling ..... weeks after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2022.

(Signature, name and designation of the authorised signatory)

NOTES:

- i. The Bank Guarantee should contain the name, designation and code number of the

officer(s) signing the Guarantee.

ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### **Annex-7 : Letter of Acceptance (LoA)**