State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)
19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008

Tender Reference No. SP-II/T.No.21/Mega Textile Park – Virudhunagar/2022, Dated 16-06-2022

Request For Proposal for Selection of Consultant for the preparation of Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram in Virudhunagar district, Tamil Nadu

<table>
<thead>
<tr>
<th>Date of Release of RFP</th>
<th>16-06-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-bid Meeting</td>
<td>24-06-2022 at 3:30 pm</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>04-07-2022 before 3:00 pm</td>
</tr>
<tr>
<td>Opening of the Technical Proposal</td>
<td>04-07-2022 at 4:00 pm</td>
</tr>
</tbody>
</table>
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 textile sector in Tamil Nadu employs approximately 31 lakh people and accounts for 28% of total employment in the sector at the National level. Tamil Nadu is the “Numero Uno” state in India with regards to textile and apparel manufacturing. The State, called as 'Yarn Bowl of India', has an overwhelming presence in spinning, handloom weaving, power loom weaving, processing, knitwear, apparel and garmenting.

1.1.2 The Government of Tamil Nadu (GoTN) accords the highest priority to the development of textile and apparel manufacturing in the State. Tamil Nadu has an inherent advantage to attract large scale investments in the textiles and apparel manufacturing due to abundant and accessible land, reliable utilities, competitive policies and investment facilitation, enabling academic and research ecosystem. A number of policy, infrastructure and fiscal incentives are being provided to the sector.

1.1.3 The Government of Tamil Nadu, through State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT) (the “Authority”) intends to develop a Mega Textile Park (MTP) at E.Kumaralingapuram, Virudhunagar district, Tamil Nadu.

1.1.4 SIPCOT is the infrastructure arm of Government of Tamil Nadu. The organization develops industrial complexes by providing basic and comprehensive infrastructure facilities for the industries to set up their units. SIPCOT has so far developed 24 Industrial parks and 6 Sector Specific Special Economic Zones (SEZs) across 15 districts in Tamil Nadu in a total extent of about 35,000 acres. Further, SIPCOT also has land banks across the state for prospective and new age industries to enhance their manufacturing footprint in the state of Tamil Nadu.

1.1.5 SIPCOT envisages to develop a Mega Textile Park (MTP) for an extent of 1100 acres at E. Kumaralingapuram, Muthulingapuram and Thulukkapatti village, Sattur taluk in Virudhunagar district. In pursuance of the same, SIPCOT undertaking the process for selection of a Consultant for the “Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega textile Park (MTP)” in Virudhunagar district, Tamil Nadu. The Consultant 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 a Consultant (the “Consultant”) who shall prepare the Techno Economic Feasibility Report for setting up of Mega textile Park (MTP)” at E.Kumaralingapuram, in Virudhunagar district. The assignment shall inter-alia include the following broad scope of work –

- Study on Comprehensive textile value chain
- Detailed assessment of Textile/Apparel Industry ecosystem in Tamil nadu
• Site Analysis and Appreciation
• Field Surveys
• Stake holder consultation
• Demand Assessment
• Benchmarking
• Preparation of Master plan
• External and Internal infrastructure Assessment with Block Cost Estimate.
• Demand Assessment for CETP with ZLD facility, Proposed Technology and Feasibility Analysis
• Identification of possible Government schemes for accessing grants
• Project Structuring
• Economic and Financial Viability of the MTP and Implementation Framework

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

1.3 Due Diligence by Applicants

Applicants 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) and Tamil Nadu Tenders Website (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 Bid Processing Fee to the value of INR 10,620 (INR 9,000 + 9% CGST + 9% SGST) in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of “SIPCOT Ltd.”, 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:

<table>
<thead>
<tr>
<th>Beneficiary Name</th>
<th>SIPCOT Ltd. (payable at Chennai)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank</td>
<td>INDIAN BANK</td>
</tr>
<tr>
<td>Address of the Bank</td>
<td>No. 26, Ethiraj Salai, Egmore, Chennai - 600105</td>
</tr>
<tr>
<td>Branch</td>
<td>ETHIRAJ SALAI BRANCH</td>
</tr>
<tr>
<td>Account No.</td>
<td>6146551084</td>
</tr>
<tr>
<td>IFSC Code</td>
<td>IDIB000C032</td>
</tr>
<tr>
<td></td>
<td>(I D I B Zero Zero Zero C Zero Three Two)</td>
</tr>
</tbody>
</table>
1.4.4 The proof of successful transactions shall be included as part of the technical proposal and also mailed to - pmu@sipcot.in & splpr2@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 two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

1.6.2 In the first stage, a technical evaluation will be carried out as specified in Section 2.12.5. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Section 2.12.6 In the second stage, a financial evaluation will be carried out as specified in Section 2.12.8. Proposals will finally be ranked according to their combined technical and financial scores as specified in Section 2.12.9.

1.6.3 The first ranked Applicant shall be selected for negotiation (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

1.7 Schedule of Selection Process

The following schedule will be followed as given below:

<table>
<thead>
<tr>
<th>#</th>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Last date for receiving queries/clarifications</td>
<td>23-06-2022</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Bid Meeting (via Video Conference)</td>
<td>24-06-2022 at 3:30 pm</td>
</tr>
<tr>
<td>3.</td>
<td>Proposal Due Date or PDD</td>
<td>04-07-2022 before 3:00 pm</td>
</tr>
<tr>
<td>4.</td>
<td>Opening of Proposals</td>
<td>04-07-2022 at 4:00 pm</td>
</tr>
</tbody>
</table>

1.8 Pre-Bid Meeting/Pre-Proposal Conference

1.8.1 The Pre-Bid meeting shall be conducted on **24-06-2022 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 and splpr2@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 Lakshmipathy 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 Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, 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 Consultant 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 IX and the Financial Proposal shall be submitted as per the Annexures X and XI. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Annexure XII - 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-mails 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 but not later than 7 (seven) days 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:

<table>
<thead>
<tr>
<th>#</th>
<th>Minimum Eligibility</th>
<th>Documentary Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>A Single Applicant should be a registered legal entity in India and should be in existence for more than 10 years. JV or Consortium in any manner is not permitted.</td>
<td>Copy of the Registration Certificate/ Incorporation Certificate.</td>
</tr>
<tr>
<td>b.</td>
<td><strong>Technical Eligibility</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. The Applicant should have <strong>experience of completing</strong> at least one <strong>Eligible Assignments I</strong> in the last Fifteen (15) years from the PDD.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>An <strong>Eligible assignment I</strong> is defined as—“Experience of working in the preparation of DPR/ TEFR/ DFR for setting up of Industrial park/ SEZ’s with an area of not less than 250 acres”.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. The Applicant should have <strong>experience of completing</strong> at least one <strong>Eligible Assignment II</strong> in the last Fifteen (15) years from the PDD.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>An <strong>Eligible Assignment II</strong> is defined as – “Experience of working in the preparation of DPR/ TEFR/ DFR for Industrial park/ SEZ’s Projects, with a minimum project cost of Rs 250 crores (Two Hundred and Fifty Crores)”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of Work Order, Copy of Agreement and Completion Certificate from Client or Certificate from Statutory Auditor indicating the list of works carried out as per the scope and fees received.</td>
</tr>
<tr>
<td></td>
<td>In case the Applicant doesn’t have a Statutory Auditor, it shall provide a requisite certificate from the Chartered Accountant who usually audits annual accounts of the Applicant.</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Minimum Eligibility</td>
<td>Documentary Proof</td>
</tr>
<tr>
<td>----</td>
<td>------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
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</table>
| c. | **Financial Capacity**  
The Applicant should have an Average Annual Turnover from management consultancy and advisory services (excluding tax, audit, and IT implementation services) of **INR 15 Crores** for the past three audited financial years i.e. FY 2019-20, FY 2020-21, FY 2021-22. | Certificate(s) from its Statutory Auditors stating its turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) during each of the 3 (three) financial years preceding the PDD. |
| d. | The Applicant should have office establishment/willing to set up office in the State of Tamil Nadu. | Self-Certification                                                                |
| e. | 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                                                                |
| f. | An Applicant, during the last three years, neither failed to perform on any agreement, 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 agreement nor have had any agreement terminated for breach by such Applicant or its Associate both in India and Abroad. | Self-Certification                                                                |
### 2.5 Minimum Eligibility of Key Personnel

#### 2.5.1 Each of the Key Personnel must fulfil the conditions given below for making the Applicant eligible for the stage of evaluation:

<table>
<thead>
<tr>
<th>#</th>
<th>Key Personnel</th>
<th>Education Qualification</th>
<th>Length of Professional Experience</th>
<th>Experience on Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Team Leader</td>
<td>Masters in Planning</td>
<td>Minimum 15 years of total experience</td>
<td>Should have led at least One assignment in leadership capacity in Eligible Assignment I and Eligible Assignment II (Eligible assignment is defined in Clause (b) of Section 2.4.1)</td>
</tr>
<tr>
<td>b.</td>
<td>Infrastructure Planning Expert</td>
<td>Masters in Planning / Engineering / Infrastructure Management</td>
<td>Minimum 10 years of total experience</td>
<td>Should have worked on a minimum of One DFR/ TEFR/ DPR assignment of at least 250 acres in Industrial park/ SEZ’s experience as an Infrastructure Planning Expert.</td>
</tr>
<tr>
<td>c.</td>
<td>Wastewater Expert</td>
<td>Master’s Degree in Environmental Engineering/ Chemical Engineering</td>
<td>Minimum 10 years of total experience</td>
<td>Should have worked on a minimum of One preparatory study of CETP with ZLD facility</td>
</tr>
<tr>
<td>d.</td>
<td>Market Analyst</td>
<td>Post Graduate Degree in Management</td>
<td>Minimum 10 years of total experience</td>
<td>Should have worked on a minimum of One assignment to Govt./ Private Client for project preparatory studies in Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/ Textile &amp; Apparel Park/ Textile Apparel SEZ only.</td>
</tr>
<tr>
<td>e.</td>
<td>Finance Expert</td>
<td>MBA/ CA/ CFA</td>
<td>Minimum 5 years of total experience</td>
<td>Should have worked on a minimum of One assignment as Finance Expert for undertaking financial modelling for developing an Industrial/ Textile/ Apparel Park/ SEZ’s</td>
</tr>
</tbody>
</table>

#### 2.5.2 If the Applicant’s proposed Team Leader or any Two Experts doesn’t comply with the minimum eligibility mentioned above, the Applicant shall be considered as ineligible. Among other experts, if only one of them doesn’t comply with the minimum eligibility, such personnel shall be awarded zero marks for evaluation and if the Applicant becomes
a Selected Applicant, the corresponding expert shall have to be replaced with an equivalent or better key personnel who complies with the minimum eligibility criteria.

2.5.3 **For project experience of Key Personnel, projects which are completed or in progress will be considered.**

2.5.4 The experience shall be duly endorsed by the respective personnel and the authorized signatory of the bidder. However, the personnel/bidder will be solely responsible for any fake information/CV, which may result in debarment. **The educational qualification certificates of key personnel to be attached**

2.5.5 CV should be signed by the respective staff member, and counter-signed by the authorized representative of the firm. Digital signature of staff is also acceptable.

2.6 **Preparation of Proposal**

2.6.1 **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.

2.6.2 **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.

2.6.3 **Technical Proposal:** The Applicant shall submit the technical proposal according to the Annexures I to Annexure IX of the RFP and ensure compliance with the requirements of the details required by those Annexures.

a) The Technical Proposal shall not include any information relating to the Financial Proposal.

b) 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 Consultant 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 Consultant, 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.

2.6.4 **Financial Proposal**: Applicants shall submit the financial proposal in the formats at Annexure-X & XI (the “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. These shall normally cover remuneration for all the personnel, accommodation, air fare, equipment, printing of documents, surveys, technical and non-technical investigations/consultations etc. 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.

2.7 **Submission of Proposal**

2.7.1 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.

2.7.2 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: RFP for Selection of Consultant for the Preparation of Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E. Kumaralingapuram in Virudhunagar district, Tamil Nadu.

2.7.3 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.

2.7.4 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain:

- Original Technical Proposal – comprising of Annexure I to Annexure IX, along with signed copy of RFP and other Addenda/Corrigenda for the RFP.
- One Copy of the Technical Proposal
- Bid Security (Demand Draft)
- Bid Processing Fee (Demand Draft or Proof of Online Payment)
- Soft copy of the Technical Bid in compact disc/USB drive

2.7.5 The envelope marked “Financial Proposal” shall contain the price details as per the Financial Proposal Submission Forms – Annexure X & Annexure XI

2.7.6 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 04-07-2022.

2.7.7 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.

2.7.8 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the final deliverable by the Authority and discharge of all obligations of the Consultant under the Agreement.

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

2.9 Modification/ substitution/ withdrawal of Proposals

2.9.1 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.

2.9.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 2.7 of the RFP, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

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

2.10 Bid Security

2.10.1 The Applicant shall furnish as part of its Proposal, a Bid security of **INR 65,000** (Sixty Five Thousand Rupees Only) 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.

2.10.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.10.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.10.4 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 2.14.1 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 2.14.3 and 2.15 of the RFP.

2.11 Performance Security

2.11.1 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
2.11.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security, which may be forfeited and appropriated in accordance with the provisions hereof.

2.12 Evaluation of the Proposal

2.12.1 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 Technical Proposal is received as per the Annexures I to IX;
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 2.7 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.

2.12.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.12.3 The Authority shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 2.4, 2.5 and 2.12.9 of this RFP.

2.12.4 Eligibility Check: In this stage, the Proposal shall be checked for the minimum eligibility conditions as per Sections 2.4 and 0 of the RFP and identify qualified Applicants, who shall be evaluated further. A list of pre-qualified applicants shall be prepared at this stage who shall be called for a presentation as per the Section 2.13.1 of the RFP.

2.12.5 Technical Proposal Evaluation: In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, presentation on its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (Sr).

2.12.6 Shortlisting of Applicants: After the technical evaluation, the Authority shall prepare a list of qualified Applicants for opening their Financial Proposals. If the number of
qualified Applicants is less than two, the Authority may in its sole discretion, qualify the Applicant(s) whose technical score is less than 70 (seventy), the minimum prescribed, so that at least two Applicants compete for the assignment.

2.12.7 A date, time and venue will be notified to all qualified Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.12.8 **Financial Proposal Evaluation:** In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score ($S_F$).

a) For financial evaluation, the total cost indicated in the Financial Proposal as such in the Annexure XI shall be considered.

b) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

c) The lowest Financial Proposal ($F_M$) will be given a financial score ($S_F$) of 100 points. The financial scores of other Proposals will be computed as follows:

\[ S_F = 100 \times \frac{F_M}{F} \]

\( F = \text{amount of Financial Proposal} \)

2.12.9 **Combined Evaluation:** Proposals will finally be ranked according to their combined technical ($S_T$) and financial ($S_F$) scores as follows:

\[ S = S_T \times T_w + S_F \times F_w \]

Where $S$ is the combined score, and $T_w$ and $F_w$ are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

2.12.10 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). 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.

2.12.11 **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.

2.12.12 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.

2.12.13 If an Applicant does not provide clarifications sought under Section 2.12.12 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.

2.12.14 Proprietary Data: Subject to the provisions of Section 2.12.11, 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 Consultant, 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 Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2.13 Criteria for Technical Proposal Evaluation

2.13.1 The Criteria for Technical Evaluation is provided below:

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<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Sub-Criteria</th>
<th>Max. Marks</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Presentation on experience of developing Industrial/ Textile/ Apparel park, SEZ’s, Approach &amp; Methodology</td>
<td>Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their Presentation on experience of developing Industrial park/ SEZ’s.</td>
<td>25</td>
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Eligible Applicants shall make a presentation before the Tender Scrutiny Committee of SIPCOT.

1. Presentation on Experience – Fifteen (15) marks
   • Presentation on experience of developing Industrial park/ SEZ’s – Ten (10) marks
   • Presentation on experience of developing Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/
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<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Sub-Criteria</th>
<th>Max. Marks</th>
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<tbody>
<tr>
<td>1</td>
<td>Textile &amp; Apparel Park/ Textile &amp; Apparel SEZ - Five (5) marks</td>
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<td></td>
<td>2. Detailed Approach and Methodology – Ten (10) marks</td>
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<td>As part of the proposal, a short note shall be submitted as per the Annexure VII of RFP.</td>
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<td>2</td>
<td>Relevant Experience of Applicant – Eligible Assignments I and Eligible Assignments II</td>
<td>a) Five (5) marks for each Eligible Assignment - I, up to a maximum of Fifteen (15) marks</td>
<td>25</td>
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<td></td>
<td>b) Five (5) marks for each Eligible Assignment - II, up to a maximum of Ten (10) marks</td>
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<td>(Eligible assignment is defined in Clause (b) of Section 2.4.1)</td>
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<td>3</td>
<td>Relevant Experience of Applicant – in the preparation of DPR/ TEFR/ DFR for Textile/ Apparel park/ SEZ’s</td>
<td>Preparation of TEFR/ DPR/ DFR for setting up of Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/ Textile &amp; Apparel Park/ Textile &amp; Apparel SEZ with an area not less than 100 acres</td>
<td>10</td>
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<td>Five (5) marks for each Assignment, up to a maximum of Ten (10) marks</td>
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<td>4</td>
<td>Key Personnel</td>
<td>a. Team Leader – Max. Twelve (12) Marks</td>
<td>40</td>
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<td>(i) Two (2) Marks for One Eligible Assignment-I, Maximum Four (4) marks</td>
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<td></td>
<td>(ii) Two (2) Marks for One Eligible Assignment -II, Maximum Four (4) marks</td>
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<td>(iii) Two (2) Marks for One Assignment DPR/ TEFR/ DFR for Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/ Textile &amp; Apparel Park/ Textile &amp; Apparel SEZ, Maximum Four (4) marks</td>
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<td>b. Infrastructure Expert – Max. Eight (8) marks</td>
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<td>(i) Two (2) Marks for One Eligible Assignment -I, Maximum Four (4) Marks</td>
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<td>(ii) Two (2) Marks for One Eligible Assignment -II, Maximum Two (2) Marks</td>
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<td>(iii) Two (2) Marks for One Assignment of DPR/ TEFR/ DFR for Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/ Textile &amp; Apparel Park/ Textile &amp; Apparel SEZ, Maximum Two (2) Marks</td>
<td>30</td>
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<td>#</td>
<td>Evaluation Criteria</td>
<td>Sub-Criteria</td>
<td>Max. Marks</td>
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<td>c. Wastewater Expert – Max. Eight (8) marks</td>
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<td>Two (2) Marks for each assignment on working in the preparatory studies of CETP with ZLD facility, Maximum Eight (8) marks.</td>
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<td>d. Market Analyst – Six (6) marks</td>
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<td>Two (2) Marks for Each assignment on advisory role/Market Analyst to Govt./ Private Client for developing Textile Park/ Textile SEZ/ Apparel park/ Apparel SEZ/ Textile &amp; Apparel Park/ Textile &amp; Apparel SEZ, Maximum Six (6) marks</td>
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<td></td>
<td>e. Finance Expert – Six (6) marks</td>
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<td></td>
<td></td>
<td>Two (2) Marks for Each assignment as Finance Expert for undertaking financial modelling for developing an Industrial/ Textile/ Apparel park/ SEZ’s, Maximum Six (6) marks</td>
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<td>Total Marks</td>
<td>100</td>
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2.14 Appointment of Consultant

2.14.1 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.

2.14.2 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.
2.14.3 **Execution of Agreement:** After acknowledgement of the LOA as aforesaid by the Selected Applicant, 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 Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Letter of Acceptance issued to the Selected Applicant as in the Section 2.14.2, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Section 2.14.3 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 2.14.2

2.16 **Substitution of Key Personnel**

2.16.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.16.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
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 Tamil Nadu is one of the most industrialized states in the country and also a favourable destination for investors. It is in the forefront of establishing Industrial Parks and Special Economic Zones (SEZs) required for the development of industries. The state is already strong in the major industrial sectors of automobiles, auto components, engineering goods, leather, textiles, Information Technology, biotechnology, electronics, pharmaceuticals, medical devices, agro based, chemicals, plastics, etc.

4.1.2 Virudhunagar district is one of the industrially backward districts of Tamil Nadu. As part of its endeavour to develop industries in southern districts of Tamil Nadu, GoTN has mandated SIPCOT to develop an Integrated Textile and Apparel Zone in Virudhunagar district.

4.1.3 SIPCOT has earmarked about **1100 acres** for the Establishment of Mega Textile Park with world class infrastructure facilities is proposed at E.Kumaralingapuram village, Muthulingapuram village and Thulukapatti village of Sattur taluk in Virudhunagar district. The proposed site is abutting National Highway – NH 44 (Dindigul – Kanyakumari)

4.1.4 SIPCOT intends to engage a reputed consultant to prepare a Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at Virudhunagar.

LOCATION
PROPOSED PROJECT SITE

Site Location Coordinates
Latitude: 9°25'16.21"N, Longitude: 77°54'51.36"E
4.2 Detailed Scope of Services

The scope of work entails preparation of a TEFR for the Mega Textile Park covering site analysis, textile value chain analysis, demand assessment, stakeholder consultations, external and internal infrastructure assessment, master plan with broad cost estimates, financial analysis, phasing plan, project structuring and implementation framework.

The Detailed Scope of work as follows,

A. Study on comprehensive textile value chain

Identifying the comprehensive textile value chain and the segments amenable for setting up manufacturing units. Technical textiles should be focus area of the study. The consultant shall suggest a suitable mix of segments across value chain.

B. A detailed assessment of textile and apparel industry ecosystem in the Tamil Nadu state and surrounding the MTP project area in terms of industry footprint, value addition across the segments, policy framework, skilled talent, research expertise, etc.

C. Detailed Site Appreciation and Analysis
   (i) Site Analysis

   The Consultant Team shall make field visits to the Site to ascertain the physical aspects of the Site. The consultant shall carry out an analysis of the identified site and its surroundings. The site analysis shall include
   • Location Study
   • Condition of existing roads and traffic pattern
   • Land use pattern, Catchment study
   • Existing utilities
   • Details of nearby water sources, power and status of availability for the project
   • Identification of environmentally/ecologically sensitive areas

   The above information shall be supported with the data reference and maps of relevant scale (wherever applicable).

   (ii) Field Surveys & Investigations

   a) Topographic Survey

   SIPCOT will share the Site Survey drawings with all physical features of appropriate readable scale in Soft Copies (AutoCAD) with area statement and detailed legend to the consultants.

   The details may be provided includes (i) Site survey drawings with all physical features of the site (ii) its approach roads, roads traversing through site and abutting roads, (iii) existing infrastructure networks (electrical, sewerage, telephone, water supply, drainage etc.), (iv) street furniture & other facilities (light poles, hoardings, kiosks, medians etc.), (v) vegetation (trees and shrubs), (vi) other physical features like damp areas, pits, rocky areas, hillocks/hills, natural drains, streams and other water bodies etc., and (vii) built-up features
such as temples/shrines/other buildings.

However, the Consultant shall undertake physical survey of the project site and the boundary survey with appropriate coordinates.

b) Geo-Technical Investigations: As the location of boreholes and other necessary geotechnical investigations for detailed designs are dependent on the spatial planning / detailed master planning of various zones of the project, the same shall be conducted by the consultant as required for the project designs, in due course of the project. Necessary soil investigation shall be carried out at the Site to assess the nature of soil. The soil tests would be undertaken in sufficient detail to arrive at the safe bearing capacity (design parameter). The number of boreholes shall be in accordance with the stipulations of the relevant IS (Indian Standards) codes. The consultant shall discuss the number of boreholes and trial pits and locations of the same on site with Client before proceeding to the investigations. The boreholes shall be spread uniformly within the Project Site to determine the (SPT-N) values at every 1.5 meters depth. Soil samples taken from boreholes shall be classified and index properties shall be determined and presented. The boreholes shall be carried out till reaching the refusal / hard strata or Min. 15 meters, whichever is achieved earlier as per the relevant codes. Necessary trial pit sampling also to be done along with necessary engineering properties of the soil such as CBR etc. The soil test report, findings, and recommendations for foundations / design of foundation shall be submitted as a report in both Hard (2 No’s) and Soft Copies.

c) Conduct CBR Test to determine the sub-grade strength of proposed roads – The consultant shall conduct the CBR tests at the locations of the proposed roads as per the relevant IRC codes. The following is an indicative scope – assess the traffic volume for all roads both for present and future, as per the IRC codes - collect samples of the sub-grade from the site, determine the optimum moisture content of the soil and conduct the CBR test. The consultant will carry out the CBR test only after the approval of the client on the road layout and widths. The number of soil samples and tests to be conducted along with the location will be decided in consultation with the client and as per the relevant codal provisions

d) Preparation of base map:

SIPCOT will share the Site Survey drawings with all the physical features along with the compilation of FMB sketches in (CAD format) with the consultants for the preparation of the Base map.

The Consultant shall prepare the base map for the project site in (CAD format) showing the (i) Site boundary with the FMB sketches as obtained from the Topographic Survey, (ii) Existing settlements in the vicinity and within the Site (if any), (iii) Existing road network within and in the vicinity of the Site, (iv) Existing physical features such as water bodies, streams, hills/hillocks, rocky areas, etc., (v) Administrative boundaries of villages / Mandals / districts that fall within the Site, (vi) Built up features such as temples/shrines etc. (vi) Contour Map with levels of 1 m intervals using plot levels taken at site based on MSL as directed by SIPCOT officers. All the layers should be flexible and hard copies (2 No’s) of the maps shall be provided as per the combination of various layers as required by SIPCOT officers (Layout + Topography,
D. Stakeholders Consultation

Consultation with key stakeholders – Leading textile associations, industry captains, potential investors across the value chain, technical textiles investors, logistics players, RBF developers, CETP developers/operators etc. to identify possible potential user industries and assess the demand for various activities in the proposed Park.

Consultant shall involve a SIPCOT representative in its major stakeholder consultation meetings. A preliminary list of stakeholders may be provided to SIPCOT for their suggestions.

E. Demand Assessment

i. The Consultant shall carry out the demand assessment for the identified segments and sub segments in the proposed textile park. The demand assessment should also include size of the plots, plug & play factory buildings, common facilities, specialized facilities, CETP, etc.

ii. Benchmarking with the facilities developed by Public/Private agencies including, but not limited to, the assessment of their capacities, targeted segments, RBF buildings, development & operating models, etc.

iii. Apart from the above components, the consultant shall arrive the demand for the following components
   a. Common Effluent Treatment Plant and associated infrastructure
   b. Plug & play factory buildings
   c. Worker’s housing and logistics
   d. Specialised facilities like testing labs, certification, design centres, etc.

iv. Collection and compilation of the relevant financial data related to development costs, operation and maintenance expenditure, pricing for the details proposed in the Mega Textile Park.

F. Benchmarking:

The Consultant should provide an assessment of any such parks/ SEZ’s focusing on textile and apparel sector within India and Outside India. The Benchmarking should provide key take away from best practices of successful textile parks, unsuccessful textile parks, business models, relevant case studies of operation textile parks with similar scale, etc.

G. Master Plan: Based on the analysis and conclusions of site conditions, surveys, demand assessment, benchmarking and stakeholder consultations, the consultant shall prepare a detailed master plan for the development of MTP.

The master plan shall be guided by the applicable development guidelines of the Directorate of Town & Country Planning, Government of Tamil Nadu. The design philosophy should
prioritize various aspects including circulation, land suitability, environmental sustainability, and topography to optimise various land uses

The guiding principle for validating & updating the master plan should be to incorporate the principles of an eco-industrial park by maximizing green space and open spaces, and provision of green belts. Thus, the design should envisage functional and accessible workplaces by incorporating prudent and scientific planning principles including the following:

- Location of industrial activities based on the processes and outputs
- Providing efficient access to the main road from all sides of the park
- Common facilities to support industrial activities
- Decentralised facilities for easy access to the users of the park
- Provision of infrastructure facilities based on the site characteristics, topography and functionality
- Exclusive zones for ready build factory buildings, ancillaries and support services

**The Master Plan shall cover the following –**

i. Overall master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character

ii. Land use mix and land area allocation for various uses in a form of land use map with illustrative building footprints and tabulation of land areas.

iii. Detailed Road Network Map showing the primary, secondary and tertiary roads. Circulation plan at the level of arterial, sub-arterial and collector street network, including site ingress/egress, vehicular circulation patterns, pedestrian circulation and vehicular parking. Further design the road pavement as per the IRC: 37-2018 and IRC 81 Guidelines for the Design of Flexible Pavements.

iv. Detailed Infrastructure Map showing the location and network of all identified infrastructure components (such as water supply, power supply, storm water drainage, CETP, solid waste management etc.).

v. Green Areas Map showing all the proposed green belts, green buffers

vi. Urban Design guidelines to supplement statutory development control regulations to bring about a cohesive development pattern and design element into the development.

vii. Open space and landscape strategy

viii. Final land and building area statement with ground coverage, FSI, etc.

The Master Plan should incorporate phase wise development, if required so, without comprising on the original form and shape.

The layout plan shall include but not limited to land use distribution, proposed activities, magnitude of activities, proposed phasing for development, development regulations, common facilities, including the number of facilities, dimensions of each facility, layout of the facility
etc. proposed infrastructure, environmental and social infrastructure other modifications or proposals as may be required for the project.

H. **Infrastructure Assessment with Block Cost Estimates**

The Consultant will assess the external infrastructure and internal infrastructure requirements along with the block cost estimate for the proposed MTP as follows:

a. **External Infrastructure:**
The consultant shall assess the external infrastructure with regards to connectivity, road network and drainage pattern, water supply, power supply, disposal of solid and hazardous waste, logistics, etc. so as to come up with an optimised external infrastructure development plan

b. **Internal Infrastructure:**

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Infrastructure</td>
<td>Site development, roads, storm water drainage with rain water harvesting system, comprehensive water supply system, power transmission and distribution system, street lighting, landscaping, access control, visual elements and signages, data &amp; communication, security, etc.</td>
</tr>
<tr>
<td>Environmental Infrastructure</td>
<td>Sewerage system with STP and recycling network CETP, effluent treatment conveyance and recycling system. Hazardous and solid waste management system</td>
</tr>
<tr>
<td>Plug &amp; Play Infrastructure</td>
<td>Plug &amp; Play factory buildings, warehouses, logistics infrastructure, etc. The consultant shall also look into the possibility of establishing bonded warehouses, ICD, etc.</td>
</tr>
<tr>
<td>Common Amenities &amp; Social Infrastructure</td>
<td>Administrative and business centre, conference facilities, services areas, commercial, etc. Social infrastructure: Workers hostels, medical facility, fire and safety etc.</td>
</tr>
<tr>
<td>Specialised infrastructure</td>
<td>Testing facilities, certification, research facilities, skill centre, Export facilitation centre, etc.</td>
</tr>
</tbody>
</table>

The Consultant shall prepare the preliminary design & architectural drawings for plug & play factory buildings, warehouse, physical infrastructure facilities, common amenities, special infrastructures, and other identified facilities. The Consultant shall provide technical specifications, functional requirements, preliminary designs with drawings and the block cost estimates in line with the applicable standard data and schedule of rates for all the proposed infrastructure components. The consultants should provide details of basic assumptions for unit prices, physical contingencies, price contingencies, escalation, and
other cost components. The consultant shall also obtain quotations for the plant & equipment proposed to be installed in the testing labs, centres identified to be developed in the MTP, for the purpose of sanctions and tendering the works.

I. Demand Assessment for CETP with ZLD facility, Proposed Technology and Feasibility Analysis

The consultant shall provide a detailed assessment of the CETP with a ZLD facility as follows

- Demand for industrial effluent based on the segments and likely production capacities
- Assessment of the profile of the proposed industries including number of industrial units, types of product and major wastewater producing processes/operations/facilities to estimate the treatment capacity.
- Assessment of the influent and treated effluent characteristics for the dyeing/processing or related processes.
- Appropriate treatment method considering the techno-economic and environmental feasibility. The treatment technology should be modular in nature without compromising on the standards.
- The consultants shall suggest an appropriate treatment process taking cognizance of the regulatory requirements

The Consultant shall prepare preliminary engineering design of suggested technology of CETP with ZLD including the industrial effluent collection, conveyance and recycling of treated effluent to the units.

J. Structuring of Project:

Determining the indicative structure for developing the Project - Optimize the Project structure under various implementation options. Defining institutional framework for implementation of the Project. Structuring of the development options along with Operation and Maintenance framework for specific components like CETP, plug & play factory buildings, workers’ hostels, etc. The consultant may provide appropriate options of project structuring for the above components to enable SIPCOT identify a private sector partner.

The Consultant shall provide appropriate O&M Framework with regards to CETP, Plug and play, workers’ hostel, etc. as other facilities.

K. Economic and Financial Viability of the MTP and Implementation Framework

- **Cost Estimates:** The consultant shall make a cost estimate for development, operation and maintenance components involved in the proposed Mega Textile Park
- **Modular Development:** The consultant shall assess the need of phasing of the Project and propose suggestive phasing of the development, to optimize the investment requirement for the development of the Project
- **Means of Finance:** The consultant shall identify and estimate the various sources of revenue that can be generated from all sources in the operation of the Project and
other development. The consultant should also explore the possibility of financial assistance from agencies/ ministries of Government of India for the development of common/ special infrastructure facilities in the park.

- **Financial Model**: The consultant shall prepare a financial model to assess the key financial parameters such as IRR, DSCR, cash flows etc.
- **Sensitivity Analysis**: The consultant shall carry out sensitivity analysis using the financial model to understand impacts of specific variables such as tariffs, maintenance costs, means of financing etc. on Project financials
- **Economic Impact**: The consultant shall estimate and provide for potential investment, turnover and employment potential of the Mega Textile Park
- **Implementation Schedule**: Implementation plan for the project in a phased manner to be provided
4.3 Deliverables and Payment Terms:

The following shall be the deliverables from the project, to be submitted over the 4-months (16 week) period by the identified Consultant:

<table>
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<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Time elapsed (Week)</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Submission of Inception Report</strong>&lt;br&gt;Detailed Approach &amp; Methodology, Workplan, Site Related Data Collection and Review, Identification of any critical issues, etc.</td>
<td>T+2 week</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td><strong>Submission of Site Appreciation and Analysis Report</strong>&lt;br&gt;Detailed Site Appreciation and Analysis, Geo-Technical Investigation, CBR test analysis and Base map, etc.</td>
<td>T+4 week</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td><strong>Submission of Interim Report</strong>&lt;br&gt;External and Internal Infrastructure assessment, Market Study and Demand Assessment, Stakeholder’s consultation, Benchmarking, product mix, project components, conceptual master plan, CETP technology, plug &amp; play factory buildings, etc.</td>
<td>T+12 week</td>
<td>15%</td>
</tr>
<tr>
<td>4</td>
<td><strong>Submission of Draft Feasibility report</strong>&lt;br&gt;Final masterplan, preliminary designs, architectural drawings and block cost estimates, business plan, financial viability, project structuring, financial assistance and implementation strategy, etc.</td>
<td>T+14 week</td>
<td>30%</td>
</tr>
<tr>
<td>5</td>
<td><strong>Submission of Final Feasibility report</strong>&lt;br&gt;after incorporating the comments from SIPCOT</td>
<td>T+16 week</td>
<td>30%</td>
</tr>
</tbody>
</table>

Note: The payment for each deliverable will be released post the approval from the client. All the deliverables as per the list above shall be in the form of 04 (four) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/plans.
Annexure I - Technical 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 Lakshmipathy Salai, Egmore,
Chennai - 600 008.

Sir,


Ref: Your Tender Notice Dt. ...........

With reference to your tender notice, we submit herewith our sealed tender for the “Request For Proposal for Selection of Consultant for the preparation of Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram in Virudhunagar district, Tamil Nadu”.

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 Consultant 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 Consultant, 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 Consultant 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 Consultant, I/we agree to enter into an Agreement in accordance with the form at Annexure XII – 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

<table>
<thead>
<tr>
<th>1.1</th>
<th>Title of Consultancy:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram in Virudhunagar district, Tamil Nadu</td>
<td></td>
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</table>

<table>
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<tr>
<th>1.2</th>
<th>Title of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mega Textile Park (MTP) at Virudhunagar</td>
<td></td>
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</tbody>
</table>

### State the following:

Name of Company or Firm:

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

PAN Number: ………………………….. *(Enclose a Copy of PAN card)*

GST Number: …………………………. *(Enclose a Copy of GST Certificate)*

Country of incorporation:

Registered address:

Year of Incorporation: ………………………….. *(Enclose a Copy of Incorporation Certificate/Partnership Deed, whichever is applicable)*

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:

(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 Consultant 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 selection as the Consultant for the Preparation of Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E. Kumaralingapuram in Virudhunagar district, Tamil Nadu 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))

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Annual Turnover from management consultancy and advisory services (Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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Certificate from the Statutory Auditor\(^5\)

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 management consultancy and advisory services (excluding tax, audit and IT implementation services).

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

\(^5\) 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 (a) – Summary of Firm’s Technical Eligibility and Evaluation – Eligible Assignments I and Eligible Assignments II

(Refer Section 2.4.1 (b) and 2.13 of the RFP)

A. Details of Eligible Assignment I

<table>
<thead>
<tr>
<th>#</th>
<th>Project Details</th>
<th>Consultancy Assignment Duration</th>
<th>Scope of Services (Section 2.4.1 (b))</th>
<th>Size of the Industrial park/ SEZ (Not less than 250 acres)</th>
<th>Proof for the project site extent of Industrial park/ SEZ</th>
<th>Total project cost</th>
<th>Assignment Fee (in Rs./US$)</th>
<th>Proof of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Name : Client :</td>
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</table>
### B. Details of Eligible Assignment II

<table>
<thead>
<tr>
<th>#</th>
<th>Project Details</th>
<th>Consultancy Assignment Duration</th>
<th>Scope of Services (Section 2.4.1 (b))</th>
<th>Size of the Industrial park/ SEZ (Not less than 250 Crores)</th>
<th>Total Project cost</th>
<th>Proof for the total project cost</th>
<th>Assignment Fee (in Rs./US$)</th>
<th>Proof of Completion</th>
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<tbody>
<tr>
<td>1.</td>
<td>Project Name : Client : [Start : mm/yy End : mm/yy]</td>
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<td></td>
<td></td>
<td>[Yes/No Type of Supporting Document : Client Certificate/Auditor Certificate Reference Page No. : ]</td>
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<tr>
<td>2.</td>
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</table>

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

**Note:** For the purpose of 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.
Annexure VI (b) – Summary of Firm’s Technical Evaluation – in the preparation of DPR/ TEFR/ DFR for Textile/ Apparel park/ SEZ’s

(Refer Section 2.4.1 (b) and 2.13 of the RFP)

<table>
<thead>
<tr>
<th>#</th>
<th>Project Details</th>
<th>Consultancy Assignment Duration</th>
<th>Scope of Services (Section 2.4.1 (b))</th>
<th>Size of the Industrial park/ SEZ</th>
<th>Proof for the project extent</th>
<th>Assignment Fee (in Rs./US$)</th>
<th>Proof/ supporting document</th>
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<tbody>
<tr>
<td>1.</td>
<td>Project Name : Client :</td>
<td>[Start : mm/yy End : mm/yy]</td>
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</table>

Details of Assignments in the preparation of DPR/ TEFR/ DFR for Textile/ Apparel park/ SEZ’s only

[Yes/No Type of Supporting Document : Client Certificate/Auditor Certificate Reference Page No. : ]

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

**Note**: For the purpose of 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.
Annexure VI (c) – Format for Firm’s Relevant Experience for Technical Eligibility and Evaluation

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td></td>
</tr>
<tr>
<td>Project extent (with proof):</td>
<td></td>
</tr>
<tr>
<td>Total Project Cost (with proof):</td>
<td></td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-Months; Duration of Assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No. of Months of Professional Staff, provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
<tr>
<td>Documentary Evidence:</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Provide individual form for each assignment indicated in the Annexure VII(a) and VII(b)

**Note:** For the purpose of 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
Annexure VII – Description of Approach, Methodology & Workplan

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
(Understanding of Project)

a) Understanding of TOR and objectives of this assignment (Not more than 2 pages)
b) Proposed Approach & Methodology (Not more than 10 pages)
c) Work Plan and Team Deployment schedule (not more than 3 pages)

Team Deployment Schedule:

<table>
<thead>
<tr>
<th>#</th>
<th>Designation</th>
<th>Name</th>
<th>Man Days</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>At Site</td>
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<td>Away from Site</td>
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</table>

Note: Clear articulation, description and Extent of compliance to technical requirements specified in the scope of work to be submitted along with Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients.
### Annexure VIII – Particulars of Key Personnel

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation of Key Personnel</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience</th>
<th>Present Employment</th>
<th>Experience on Assignments as per Section 2.4.1 (b) and 2.13 of RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Name of Firm</td>
<td>Employed Since</td>
<td>Name of the Eligible assignment I/II:</td>
</tr>
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<td></td>
<td>Project Scope:</td>
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<td>Project Extent:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Project Cost:</td>
</tr>
<tr>
<td>1.</td>
<td>Team Leader</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Infrastructure Expert</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>CETP Expert</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Market Analyst</td>
<td></td>
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</tr>
<tr>
<td>5.</td>
<td>Finance Expert</td>
<td></td>
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</tr>
</tbody>
</table>

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)
**Annexure IX – Curriculum Vitae for Key Personnel**

(Refer Section 2.4.1 (b) and 2.13 of the RFP)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Proposed Position [only one candidate shall be nominated for each position Expert]</td>
</tr>
<tr>
<td>ii.</td>
<td>Name of Staff [Insert full name]</td>
</tr>
<tr>
<td>iii.</td>
<td>Date of Birth</td>
</tr>
<tr>
<td>iv.</td>
<td>Nationality</td>
</tr>
<tr>
<td>v.</td>
<td>Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]</td>
</tr>
<tr>
<td>vi.</td>
<td>Total No. of years of experience</td>
</tr>
<tr>
<td>vii.</td>
<td>Total No. of years with the firm</td>
</tr>
<tr>
<td>viii.</td>
<td>Areas of expertise</td>
</tr>
<tr>
<td>ix.</td>
<td>Certifications and Trainings attended</td>
</tr>
<tr>
<td>x.</td>
<td>Membership of Professional Associations</td>
</tr>
<tr>
<td>xi.</td>
<td>Employment Record [Starting with present position list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]</td>
</tr>
<tr>
<td>xii.</td>
<td>From : To:</td>
</tr>
<tr>
<td>xiii.</td>
<td>Employer :</td>
</tr>
<tr>
<td>xiv.</td>
<td>Position(s) Held :</td>
</tr>
</tbody>
</table>

**Assignments for Evaluation (Refer Section 2.4.1 (b) and 2.14.1 (4) of the RFP)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Name of the Assignment :</td>
<td></td>
</tr>
<tr>
<td>Duration of the Assignment : Start : End :</td>
<td></td>
</tr>
<tr>
<td>Location :</td>
<td></td>
</tr>
<tr>
<td>Project Extent :</td>
<td></td>
</tr>
<tr>
<td>Project Cost :</td>
<td></td>
</tr>
<tr>
<td>Main Project Features :</td>
<td></td>
</tr>
<tr>
<td>Positions Held :</td>
<td></td>
</tr>
<tr>
<td>Activities Performed :</td>
<td></td>
</tr>
</tbody>
</table>

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:___________________
Annexure X – Financial Proposal- Covering Letter

Covering Letter

(On Applicant’s letter head)

(Date and Reference)
To,

................................................

Dear Sir,

Subject: Selection of Consultant for the Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E. Kumaralingapuram, Virudhunagar district, Tamil Nadu

I/We, ........................................ (Applicant’s name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.
Annexure XI – Financial Proposal – Price Bid (Lump Sum)

Name of Work: Request for proposal for Selection of Consultant for the Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram, Virudhunagar district, Tamil Nadu

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E. Kumaralingapuram, Virudhunagar district, Tamil Nadu - Lump sum fee for providing services including out of pocket expenses and all other expenses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Price (INR)</th>
<th>GST</th>
<th>Total (inclusive of all taxes in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(Amount in Words Rupees ………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………)

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)
Annexure XII – Form of Agreement
RFP for Selection of Consultant for the Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram in Virudhunagar district, Tamil Nadu

DEED OF AGREEMENT

Preparation of Detailed Techno Economic Feasibility Report for setting up of Mega Textile Park (MTP) at E.Kumaralingapuram, Virudhunagar district, Tamil Nadu

This AGREEMENT (herein after 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 Lakshmipathy 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 “Consultant”, 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 Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant 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 Consultant, awarded the Consultancy to the Consultant 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 Consultant 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 Consultant 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 Consultant, as the case may be, and Parties means both of them;

l) “Personnel” means persons hired by the Consultant 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 Consultant’s proposal for providing Services was accepted;

n) “Services” means the work to be performed by the Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant shall be as set forth in the Agreement, in particular:
a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
b) The Authority shall make payments to the Consultant 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 Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant; 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 Consultant 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 Consultant 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 Consultant.

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 Consultant’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 Consultant 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 Consultant 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 Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 8 (eight) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant 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 Consultant 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-Consultant 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 in sufficiency 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
2.6.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or

f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
2.8.2 By the Consultant

The Consultant 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 Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (thirty) days after receiving written notice from the Consultant 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 Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant’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 Consultant 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 Consultant and equipment and materials furnished by the Authority, the Consultant 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 Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant 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 Consultant 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 Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant 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 Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, 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 from or 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 Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case
may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant 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 Consultant not to benefit from commissions, discounts, etc.

The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s payment in connection with this Agreement or the Services and the Consultant 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 Consultant 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 Consultant 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 Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant 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 Consultant 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 Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant
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 Consultant, its Sub-Consultants 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 Consultant, its Sub-Consultants 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 Consultant 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 Consultant, its Sub-Consultants 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 Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, 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 Consultant, 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 Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant 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 Consultant

The Consultant 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 Consultant in the provision of services under this contract. The liability of the Consultant under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant’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 Consultant

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants 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 Consultant 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 Consultant 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 Consultant’s actions requiring the Authority’s prior approval

The Consultant 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 Consultant 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 Consultant 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 Consultant to be the property of the Authority

3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants 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 Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval.
of the Authority.

3.8.3 The Consultant 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 Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants 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 Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant 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 Consultant 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 Consultant 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 Consultant.

3.11 Accuracy of the Documents

The Consultant 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 Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.

4 Consultant’s Personnel and Sub-Consultant

4.1 General

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

4.2 Deployment of Personnel
The Consultant shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The Consultant shall meet the Authority with all the key personnel, as a proof of mobilization and commence work within 14 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 Consultant 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 Consultant’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 Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant 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 Consultant 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 Consultant 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 Consultant, after the signing of the Agreement by the Consultant 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 Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6 Payment to the Consultant

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 Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only for the approved deliverables and the undisputed amount.

6.3.2 The Consultant 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 Consultant 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 Consultant specifying in detail, the deficiencies in the Services. The Consultant 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 Consultant to the Authority within 30 (thirty) days after receipt of notice thereof by the Consultant. 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 Consultant as may be notified to the Authority by the Consultant.

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

7.1.2 The Consultant 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 Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant 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 Consultant shall be adjusted against the subsequent payments to be made for the Consultant 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 Consultant against the approved deliverables and/or deliverables to be submitted. However, in case of delay due to reasons beyond the control of the Consultant, 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 Consultant 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 Consultant 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 amicable 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 amicable 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 Consultant 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 Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant 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

For and on behalf of

Signature

Witness
In the presence of :  
Authority  
Consultant

1.  
2.
Annexures to Agreement

Annex-1: Terms of Reference

As per the Section 4 of the RFP
### Annex-2 : Deployment of Personnel

<table>
<thead>
<tr>
<th>Resource Category</th>
<th>Name of Staff with qualification &amp; experience</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Tasks Assigned as part of the current assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Leader</td>
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<tr>
<td>Infrastructure Planning Expert</td>
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<tr>
<td>CETP Expert</td>
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<td>Market Analyst</td>
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<tr>
<td>Finance Expert</td>
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<tr>
<td>Support Staff (if any)</td>
<td></td>
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</tbody>
</table>
### Annex-3 : Approved Sub-Consultant(s)

1. **Details of the Firm**

<table>
<thead>
<tr>
<th>Firm’s Name, Address and Telephone</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name and Telephone No. of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>Fields of Expertise</td>
<td></td>
</tr>
<tr>
<td>No. of Years in business in the above Fields</td>
<td></td>
</tr>
</tbody>
</table>

2. **Services that are proposed to be sub contracted:**

3. **Person who will lead the Sub- Consultant Name:**
- Designation:
- Telephone No:
- Email:

4. **Details of Firm’s previous experience**

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Name, address and telephone no. of Client</th>
<th>Total Value of Services Performed</th>
<th>Duration of Services</th>
<th>Date of Completion of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>
Annex-4 : Cost of Services

As per the Annexure XII 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 “Consultant” 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 Consultant 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 Consultant 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 Consultant 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 Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant 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 Consultant(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)