



STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LTD

The Managing Director, SIPCOT,
No. 19-A, Rukmani Lakshmipathy Road, Egmore,
Chennai – 600 008.

TENDER FOR ARCHITECTURAL AND DETAILED ENGINEERING CONSULTANCY SERVICES

For: Appointment of Engineering Consultant for the Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai

Reference: NIT No.	
Sale of Tender document	Tender documents are downloadable from www.tender.tn.gov.in website for submission
Last Date for Submission of Tender	On 16.05.2022 up to 03:00 PM.
Date of Opening of Tender	On 16.05.2022 at 03:30 PM.
Name and address of Bidder Along with contact details	M/S..... Phone: Fax: Mobile: E-mail Id:



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

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Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD

ARCHITECTURAL & ENGINEERING CONSULTANCY SERVICES

SECTION-I NOTICE INVITING TENDER



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD



Head Office:

No. 19-A, Rukmani Lakshmi Pathy Road, Egmore,
Chennai – 600 008.

Website - www.sipcot.tn.gov.in

NIT No.:

Date: 29.04.2022

NOTICE INVITING TENDER

State Industries Promotion Corporation of Tamil Nadu Limited invites sealed tenders under two cover systems (One envelope for technical bid and other for financial bid) from the reputed agencies for the Architectural & Engineering Consultancy services for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai detailed below:

S. No.	Name of the work	Description
1.	Name of Work	Architectural & Engineering Consultancy services for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai
2.	Estimated Value put to tender	Rs. 16.50 Lakhs (including 18% GST) (Rupees Sixteen lakhs Fifty thousand)
3.	Scope of work	Scope of work includes Detailed Architectural and Engineering Consultancy services; surveys including bid process management (Grade-A) of 50,000 Sq. Ft.
4.	Completion time	45 days (up to submission of tender documents plus assisting in tender evaluation)
5.	Earnest money to be deposited	Rs.16,500/- (Rupees Sixteen Thousand Five Hundred only) in favor of SIPCOT Ltd. Payable at Chennai in the form of Demand Draft in the name of tenderer/firm only from any scheduled Nationalized bank.
6.	Cost of Tender Document	Rs. 7080/- (Rs. 6,000+18% GST (Rs. 1080.00) (Rupees Seven Thousand Eighty only) in favor of SIPCOT Ltd. Payable at Chennai in the form of Demand Draft in the name of tenderer/firm only from any scheduled Nationalized bank.
7.	Validity of Tender	90 days from the date of submission of tender
8.	Sale of Tender Document	Document is to be downloaded from www.tenders.tn.gov.in
9.	Last date of Submission of Tender	On 16.05.2022 up to 03:00 PM.
10.	Opening of Technical bid	On 16.05.2022 at 03:30 PM.



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General Criteria:

1. Agency must have at least **two Architects** with the valid registration from Council of Architecture with minimum experience of 05(five) years. Registration certificate to be attached.
2. Agency must have PAN and GST registration no. (Documentary evidence is to be submitted).
3. Joint ventures are not permitted.
4. Firm should not have been blacklisted, debarred, or restrained in the last 5 years to participate by any Govt. Department tender for such project. Undertaking to this effect needs to be submitted as per format enclosed (Format-I).



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Tender document for the above work is also available in downloadable format at www.tender.tn.gov.in. Agencies / bidders are advised to submit the tender document duly signed and stamped along with all relevant documents/ credentials required in tender for technical qualification, tender processing fee and Earnest Money Deposit as stated above.

Tender documents duly completed in all respect shall be received on the date & up to the time as mentioned in Sl.No. 08 above to SIPCOT, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008 and Technical bid shall be opened at date & time as specified in above table at Sl. No. 9. Documents received after the stipulated date & time are liable to be summarily rejected.

Any corrigendum/addendum/errata in respect of the above tender shall be made available at www.tenders.tn.gov.in. No further press advertisement will be given. Hence prospective bidders are advised to visit Tenders Tamil Nadu website regularly for above purpose.

Managing Director
State Industries Promotion Corporation of
Tamil Nadu Limited, Chennai



SECTION-II **Instructions to Tenderer**

2.1 Instructions to Tenderer

- i) The Architect firms/ Consultants who fulfill qualifying criteria as mentioned are eligible to participate in the Bid.
- ii) The Architect firms/Consultants must submit Technical bid along with Financial Bid.
- iii) SIPCOT or its designated agencies will be the SIPCOT for implementing the project.
- iv) Letter of Transmittal and information required for qualification shall be submitted as per formats attached.
- v) Tender Documents are not transferable and will be accepted only from the parties to whom the document is issued.
- vi) All information shall be furnished in English and type written.
- vii) Overwriting shall be avoided; mistakes shall be scored through and corrections incorporated and attested by the authorized signatory. All pages of the tender documents shall be numbered and submitted as a package along with a signed letter of transmittal.
- viii) Each Page of the RFP Document should be signed by the person or person with seal of authority submitting the RFP in token of him / their having acquainted himself / themselves with the General Condition of Contract, Specifications Special Conditions etc. as laid down. Tender Documents not so signed are liable for rejection.
- ix) Reference's information and Certificates from the respective clients certifying suitability, technical know-how or capability of the applicant firm shall be signed by the authorized signatory.
- x) The applicant firm is advised to furnish any additional information, which they think, is necessary in regard to its capabilities. No further information will be entertained after submission of tender document unless it is called for by SIPCOT.
- xi) The cost incurred by the applicant firms in preparing their application, in providing clarifications or attending discussions, conferences in connection with this document will not be reimbursed by SIPCOT under any circumstances.



2.2 Definitions:

Bidder/Applicant Firm/Tenderer: Applicant Firm / Bidder / Tenderer means proprietary firm, firm in partnership, Limited Company or Public Sector Corporation.

Legal Status of bidder:

- a) If the application is made by a proprietary firm, it shall be signed by the proprietor above his full type written name of his firm with its current address.
- b) If the application is made by a firm in partnership, it shall be signed by all the partners of the firms above their full type written names and current addresses, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, full names, and current addresses of all the partners of the firm shall also accompany the application.
- c) If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence for at least five years before the qualification application is filed.

Final Decision-making authority:

SIPCOT reserves the right to accept or reject any of the tender(s) without assigning any reasons thereof. SIPCOT reserve the right to increase or decrease the scope of work as deemed necessary by SIPCOT. Decision of SIPCOT is final and binding.

Provisional Particulars:

The particulars of the proposed work given here in must be considered only as advance information and a general guide to assist applicants.

Site Visit:

The sites for SIPCOT Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai under Trade Infrastructure for Export Scheme (TIES) may be inspected by the Bidder or his representative at his own cost.



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Submission of Tender Documents:

The tender shall be submitted in two Envelopes as follows:

The tender in respect of Selection of Engineering Consultant as detailed in the Notice inviting tender shall be submitted with two sets of tender documents in the prescribed forms duly completed and signed in duplicate with one copy marked "ORIGINAL" and another marked as "COPY". The Original will govern if there are discrepancies among the two copies. "Cover A" shall contain Technical proposal and EMD and 'Cover B' shall contain the Financial proposal, and both will be super scribed as "Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai".

To be eligible for qualification, bidders shall provide evidence to suitability of their meeting the criteria indicated and furnish details to establish their capacity and possession of adequate resources to carry out the contracts effectively and for this, the proposal submitted shall include the following:

- a) Letter of Submission, as in Format-A.
- b) Copies of original documents defining the legal status of the firms, its organization, place of registration and principal place of business of the applicant in check list; if there are any for foreign tie-ups, details on nature of tie-up, i.e., Technical, Financial etc. shall be furnished.
- c) The qualification and experience of key personnel proposed for administration and execution of the contract, both on and offsite in the format prescribed in Format-C and D.
- d) Details of experience and past performance of the firm on works of a similar nature completed and the details of current works on hand duly certified by the client and other contractual commitments, as on 16.05.2022.
- e) Information regarding any current litigation in which the applicant is involved; and
- f) A detailed description of methodology & approach specially devised by the firm to speed up the work in all the stages of project.
- g) Integrated approach with respect to Design, Construction and Commissioning of project within the scheduled time and the Design & Execution of major contracts for Civil, Electrical, DG, ACMV, Lifts etc. with respect to techno-economics.



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Submission & Opening of Tender Documents:

Completed documents shall be submitted to SIPCOT, Egmore, Chennai – 08 in a common sealed cover super scribed "**Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai**" on or before **16.05.2022 by 03.00** PM. The technical proposal cover A will be opened at 03:30 PM. on the same day at the above office, in the presence of tenderers or their authorized representatives who choose to be present.



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Last Date for Submission of the Tender:

Tenders will be received at SIPCOT, Egmore, Chennai-600008 not later than **03.00 PM on 16.05.2022**. In the event of the specified date for the submission of tender declared a holiday, the tenders will be received up to the appointed time on the next working day.

SIPCOT may extend the deadline for submission of tenders by issuing an amendment, in which case all right and obligations of SIPCOT and tenderers previously subject to the original deadline will then be subject to the new deadline.

Late Tenders:

Any tenders received by SIPCOT after the deadline prescribed will be unopened and returned to the tenderer.

Opening of Financial Tenders:

The SIPCOT will finalize the list of eligible tenderers and inform them on their respective e-mail. The Financial proposal Cover B of the qualified tenderers will be opened in the presence of the tenderers technically qualified and who choose to be present on the specified date. SIPCOT discourages stipulation of additional conditions by the Bidders, as they are expected to accept the various provisions and conditions in the RFP Document. Conditional RFP will not be accepted in any form and get rejected as on responsive RFP.

Price and Currencies:

Tenderer shall quote in Indian Rupees only. All payments under the contract shall be made in Indian Rupees only.

Validity of Tender:

The tender will be valid for a period of 90 days from the last date of submission of tender.

Earnest Money Deposit:

Earnest Money Deposit of **Rs.16,500/- (Rupees Sixteen Thousand Five Hundred Only)** in the form of Demand Draft drawn in favor of SIPCOT Ltd., payable at Chennai obtained from any Nationalized Bank in the name of tenderer/firm only shall be enclosed. The Earnest Money Deposit of the unsuccessful tenderers will be refunded after finalization of the Engineering Consultant for the project. The Earnest Money Deposit of the successful tenderer will be refunded after the work is completed.



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Modification and Withdrawal of Tenders:

Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed for Submission of Tenders.

The modification or withdrawal notice shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. No tender may be modified after the deadline for submission of tenders.

Withdrawal of a tender before tender validity may result in the forfeiture of the Bid Security/EMD. Tenderers may offer discounts or modify the prices of their tenders only by submitting tender modifications in accordance with this clause or included in the original tender submission before the deadline prescribed for submission of tender.

Letter of Award (LOA):

Letter of Award for selection of Architectural & Detailed Engineering Consultant will be issued to the Selected Tenderer. Once the Letter of Acceptance of the tender is sent, then it is considered as conclusion of contract. The selected tenderer should arrange to submit Performance Security as specified and sign the Agreement within 10 days from the date of LOA. In case, the Consultant fails to fulfil the above condition within the stipulated time, Bid Security will be forfeited automatically.

Performance Guarantee:

The successful tenderer within 10 days of issue of Letter of Award, from the competent authority will produce Performance Guarantee in the form of DD of irrevokable Bank Guarantee obtained from any Nationalized Bank to a value of 10% of the contract value and enter into agreement.

Time Schedule:

As indicated in Project completion schedule and milestone for each activity as detailed in this document.

Liquidated Damages:

The consultant is expected to keep up the time schedule prescribed. An amount as specified in the contract data will be levied for delay on the part of the consultant as liquidated damages.



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Payment:

Terms of payment will be as per the schedule indicated in Terms of Reference. No extra payment will be paid if the completion of the project is extended due to slow progress by the contractors. The Engineering Consultant (EC) should see that the project is completed within the scheduled time.



Section-III

Terms of Reference

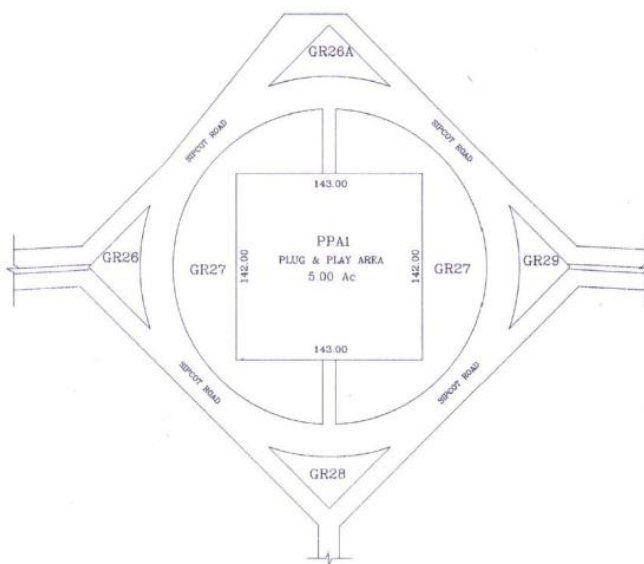
3.1 Background

Tamil Nadu is one of the most industrialized State in the country and a favorable 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, chemicals, plastics, etc.

State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT) has developed an Industrial Park at Perundurai & Irur Villages of Perundurai Taluk, Erode District in an extent of 2709.18 acres. It houses a variety of sectors such as Textiles, Chemicals, General Engineering among others.

3.2 Introduction

SIPCOT envisages to establish Plug and Play factory buildings in SIPCOT Industrial Park in Perundurai. The proposed facility is located well within the SIPCOT Industrial Park. SIPCOT has earmarked 5.00 acres of which the current scope is limited to 50,000 Sq.ft. The geographical coordinates of the proposed site is 11°14'41.9"N 77°33'15.2"E.





3.3 Scope of Work

SIPCOT intends to develop the Plug and Play Building with associated infrastructure facilities like roads, drains, water supply system, sewerage system, electrical systems, parking, facility management office, security room, firefighting systems, Heavy duty lifts, provision to move heavy machineries etc. The total built-up area for the Plug and Play factory building of Grade-A type is estimated as 50,000 sq. ft.

SIPCOT proposes to engage an architectural and design firm to plan, design and procurement and bid management process which includes preparation of tender documents for selecting contractors.

The detailed structure of scope of work has been outlined as below:

A. Site appreciation and analysis:

- The Consultant shall undertake detailed site visit (prior information regarding site visit to be given to SIPCOT) to ascertain physical aspects of the site.
- **Site Surveys:** The consultant shall carry out topographical survey and geo-technical investigations for the identified site. 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.
- **Preparation of contour map:** The Consultant shall prepare the contour map for the project site in (CAD format) with levels at 1 m intervals using plot levels taken at site based on MSL as directed by SIPCOT officers.

B. Master Plan/Layout Plans:

The consultant shall prepare a master plan for the 5 acres site clearly locating the built-up factories, amenities, and other facilities.



C. Detailed Design and Costing:

- Detailed engineering of the project including designing, detailed drawings, preparation of estimation of item wise quantities (BOQ) and detailed cost estimates.
- The detailed design comprises of Detailed design and drawings of all proposed components, detailed specifications, floor plan of the proposed buildings showing structural system, vertical transportation elements, core elements, vertical shafts, floor elevation, parking bay dimensions and design, bill of quantities and detailed costing.

The detailed design consists of following stages:

Pre-Design Stage

- Establish project requirements
- Project brief
- Scope and functions
- Layout for each facility
- Design brief
- Preparation and approval of detailed project strategy
- Establish architectural design and engineering programming process
- Provide value engineering of alternate materials, construction methods and systems with costing options

Design Stage

- Detailed engineering of selected option
- Detailed drawings
- Detailed specifications, bill of quantities & detailed costing
- Preparation of tender documents with general & specific conditions

D. Procurement and Bid Process Management:

- Assist SIPCOT in bid process management leading to selection and appointment of contractors/vendors to facilitate project implementation. The following tasks shall be carried out as part of bid process management
- Structuring of Contracts
- Pre-qualification of Contractors
- Technical & Financial Evaluation of bids submitted
- Assist in Award of Work (LOA)
- Contract Documentation



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E. Approvals:

- The consultant shall assist SIPCOT in obtaining building planning approvals/clearances from DTCP prior to commencement of the construction.
- The consultant shall ensure that the designs are vetted by Anna University/IIT, Chennai.



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Section-IV

Technical Qualification

4.1 Minimum Eligibility Criteria

To be eligible for evaluation of its proposal, the applicant shall fulfil the following:

	Minimum Eligibility	Documentary Proof
1	The company/Partnership/Proprietorship firm must be registered in Council of Architecture as per section 36 of the Architects Act.	Copy of the Registration Certificate
2	Technical Eligibility: <ol style="list-style-type: none"> Bidder should have been in the business for a period of 5 years and should have provided Comprehensive Consultancy /Engineering Services (single point responsibility) involving conceptual, basic design, structural designs, development of detailed drawings of Plug and Play manufacturing buildings/Industrial Building/Warehousing with associated infrastructure facilities including Electrical, ACMV, DG, Fire Fighting, BMS, Lifts, HVAC systems etc. (Format-D) Bidder should have completed the consultancy assignment for at least one project with the scope of work for Plug and Play manufacturing buildings/Industrial Building/Warehousing project with value of more than Rs.6.00 crores in the last 5 years. (Format-E) Bidder should have completed consultancy assignment for at least one project with the scope of work for Plug and Play manufacturing buildings/Industrial Building/Warehousing with built up area of at least 30,000 sq. ft. area in the last 5 years. (Format-F) 	<p>Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received and the type of service rendered by the consultant.</p> <p>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.</p>
3	Financial Capacity: Should have an average annual turnover of at least Rs. 50 Lakhs in the last 5 financial years i.e., FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22 (Format-G)	Certificate(s) from its Statutory Auditors stating its turnover per annum during each of the 5 (five) financial years preceding the PDD.

4	The Applicant should have office establishment/willing to set up office in the State of Tamil Nadu (if the office is already operational then it should be operational for the duration of at least one major project previously, during last Five years) (Format-I)	Self-Certification
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Note: Proof for all the above qualification criteria to be provided. Claim without proof shall not be considered for evaluation. The proof should be work completion certificate only.

4.2 Selection Process – Evaluation Criteria and Methodology

- (i) The Selection Process is intended to select a technically qualified and cost-effective consultant to carry out the scope of work defined in this document.
- (ii) The consultants are required to submit both technical and financial proposals.
- (iii) The Tender Scrutiny Committee of SIPCOT shall carry out evaluation of Technical Proposals. The evaluation criteria are marks system based as specified in the data sheet. Each responsive proposal shall be attributed a technical score.

4.2.1 Technical Proposal Evaluation:

The Evaluation Committee appointed by SIPCOT shall carry out evaluation of Technical Proposals. The evaluation criteria are point/marks system based as specified in the data sheet. Each responsive proposal shall be attributed a technical score. The bidder should score at least 75% in the technical proposal to be further considered for the evaluation of financial proposal.

Marking Scheme:

SL NO.	Parameters	Marks Assigned
A	Presentation of Technical Approach and Methodology a. Firms experience and Credentials-05 Marks b. Presentation on concept design – 15 marks	20
B	Experience of the Firm in relevant projects a. Experience as per eligibility criteria of the firm in providing & comprehensive architectural services1 similar project-10 marks b. Experience of 2 similar project and not less than 3 similar projects-Additional 5 marks each.	20
C	Key Personnel	60
TOTAL		100



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4.2.2 Detailed Marking Scheme:

SL No.	Evaluation Criteria	Sub Criteria	Maximum Marks
1	Presentation of Technical Approach and Methodology	Eligible Applicants shall make a presentation before the Tender Scrutiny Committee of SIPCOT. Firms experience and Credentials-05 Marks Presentation on concept design – 15 marks	20
2	Experience of the Firm in relevant projects	Marking is based on the past experiences of the firm 1. Experience as per eligibility criteria of the firm in providing & comprehensive architectural services, 1 similar project-10 marks 2. Experience of 2 similar project and not less than 3 similar projects-Additional 5 marks each.	20
3	Key Personnel	<p>1. Team Leader-</p> <ul style="list-style-type: none"> Graduate in Architecture or Civil Engineering. Post Graduate degree in Arch/Civil is preferred. Should have at least 15 years of experience in Industrial buildings/factory building, PEB structures/factory buildings/state of art Warehousing etc. <p>2. Structural Specialist-</p> <ul style="list-style-type: none"> Graduate in Civil Engineering and Postgraduate in Structural Engineering. Should have at least 12 years of experience in designing of factory buildings (PEB/Steel Structures) and infrastructure works systems, etc. <p>3. MEP Specialist-</p> <ul style="list-style-type: none"> Graduate in Mechanical Engineering or Electrical Engineering or Environmental Engineering. Should have at least 10 years of experience in design of MEP systems for industrial and specialized buildings, etc. <p>4. BoQ Specialist-</p> <ul style="list-style-type: none"> Graduate in Civil Engineering. Should have at least 08 years of experience in estimation of quantities, cost estimation, etc. <p>5. Procurement Specialist-</p> <ul style="list-style-type: none"> Graduate in Civil Engineering. Should have at least 08 years of experience in preparation of tender documents and procurement management of industrial and specialized buildings. 	<p>16</p> <p>14</p> <p>12</p> <p>09</p> <p>09</p>



4.3 Financial Proposal Evaluation:

a) Opening: The financial proposal shall be opened in the presence of the firms' representatives who choose to attend. The name of the firm, the scores obtained in technical proposal evaluation and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

b) Evaluation: The evaluation committee will determine if the financial proposals are complete in accordance with RfP. The quoted price shall be corrected for arithmetical errors in accordance with Tamil Nadu Tender Transparency Rules 2000 and as amended there on.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall exclude taxes. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points.

The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal). Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for Technical proposal and 30% for Financial proposal.

$$S = St \times 0.70 + Sf \times 0.30$$

The Firm securing the highest score will be invited for negotiations.

4.3.1 Negotiations:

a) The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

b) Negotiations with successful consultant will commence with a discussion of technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions he have made to improve the TOR. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

c) Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates, all tax liabilities and all costs, etc.).

d) The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the SIPCOT will invite the Consultant whose percentage is next higher to R1 and ranked as R2 for negotiations. If negotiation with R2 fails the above process will continue with R3, R4 and so on till all the technically qualified firms are covered. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

e) The Contract will be awarded after successful negotiations, with the qualified Consultant.



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Section-V

SPECIAL CONDITIONS OF CONTRACT

Definitions

The **"Applicable Law"** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

The **Arbitrator** is the person appointed jointly by SIPCOT and the Engineering Consultant to resolve disputes.

The **"Bid"** shall mean the Techno Commercial and the Financial Proposal submitted by the Bidder along with all documents / credentials / attachment's annexure etc., in response to this IFB, in accordance with the terms and conditions hereof.

The **"Bidder"** shall mean Bidding Company submitting the Bid including its successors, executors and permitted assigns.

The **"Contract"** means the Contract Agreement entered into between the SIPCOT and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

The **"Contract Documents"** means the documents listed in the Form of Contract Agreement.

The **Contract Data** defines the documents and other information which comprise the Contract. The **Completion Date** is the date of completion of the task as indicated in scope of work.

The **Contract Price** is the price stated in the Letter of Award.

The **Engineering Consultant's Bid** is the completed Bidding document submitted by the Engineering Consultant to SIPCOT.



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The **Intended Completion Date** is the date on which it is intended that the Engineering Consultant shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by SIPCOT by issuing an extension of time.

The "SIPCOT", having its registered office at "No.19-A, Rukmani Lakshmipathy Road, Egmore, Chennai-600008, INDIA" and includes the legal successors or permitted assigns of the SIPCOT and its authorized representative.

The **Start Date** is the date when Issue of Letter of Award, the notice to proceed with the work is given to the Engineering Consultant.

Interpretation:

The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Award, notice to proceed with the works
- (3) Engineering Consultant's Bid
- (4) Contract Data
- (5) Conditions of Contract
- (6) Price Bid
- (7) Minutes of Pre-Bid Meeting
- (8) All correspondences between the Consultant and the SIPCOT up to issue of Letter of Award.

SIPCOT's Decisions:

Except where otherwise specifically stated, the SIPCOT will decide contractual matters between the SIPCOT and the Engineering Consultant in the role representing the SIPCOT.

Delegation:

The SIPCOT may delegate any of his duties and responsibilities to SIPCOT'S officials / any other approved agency after notifying to the Engineering Consultant and may cancel any delegation after notifying to the Engineering Consultant.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Communications:

Communications between parties which are referred to in the conditions are effective only when in writing.

Personnel:

The Engineering Consultant shall employ the key personnel as per list specified in Manpower Deployment statement. The SIPCOT will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

If the SIPCOT wishes to remove a person of the Engineering Consultant who is provided by the Engineering Consultant for his work, the Engineering Consultant shall ensure that the person leaves the Site within seven days and has no further connection with the work in the contract.

The Works to be Completed by the Intended Completion Date:

The Engineering Consultant may commence execution of the Works after fulfilling the contract conditions and shall carry out the Works in accordance with the program as updated with the approval of SIPCOT and complete them by the Intended Completion Date.

Access to the Site:

SIPCOT shall allow the Engineering Consultant and his / their authorized representative access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out.

Instructions:

The Engineering Consultant shall forthwith comply with and duly execute any work as instructed by SIPCOT. All instructions will be in writing. Instructions if orally given then Engineering Consultant shall confirm them within seven days from the date of such instructions.

Disputes:

If the Engineering Consultant believes that a decision taken by SIPCOT was either outside the scope of work or that the decision was wrongly taken, the decision shall be referred to the Arbitrator.



Procedure for Disputes:

In case of dispute between the Engineering Consultant and SIPCOT, it may be referred to Arbitrator. If the Arbitrator suggested by the SIPCOT is not acceptable to the Engineering Consultant, two Arbitrators one by the Engineering Consultant and the other by the SIPCOT will be nominated. The Third Arbitrator will be appointed by Indian Council of Arbitration.

Time Control Program:

The Engineering Consultant shall submit to SIPCOT for approval a Program Plan showing the general methods, arrangements, order, and timing for all the activities in the Works. The Engineering Consultant shall submit to SIPCOT, for approval, an updated Program at intervals. If the Engineering Consultant does not submit an updated Program, the SIPCOT may withhold the amount from the next payment certificate and continue to withhold this amount till the overdue Program is submitted.

Extension of the Intended Completion Date:

SIPCOT shall extend the Intended Completion Date if it is found to be impossible for Completion within the Intended Completion Date and the Engineering Consultant should take steps to accelerate the remaining work without any additional cost. SIPCOT shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Engineering Consultant asking the SIPCOT for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Engineering Consultant has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

Delays Ordered by SIPCOT:

The SIPCOT may instruct the Engineering Consultant to delay the start or progress of any activity within the Works.

Tax:

The rates quoted by the Engineering Consultant shall be deemed to be inclusive of all expenses. GST will be paid extra over the quoted rates at the rates in force. Income Tax will be deducted from the quoted rate at source as per applicable law.



Liquidated Damages:

The Engineering Consultant shall pay liquidated damages to the SIPCOT at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The SIPCOT may deduct liquidated damages from payments due to the Engineering Consultant.

"Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Engineering Consultant from his obligation to complete the work as per agreed construction program and milestones or from any other of the Engineering Consultant's obligations and liabilities under the contract."

Finishing the Contract or Termination:

SIPCOT may terminate the Contract if the Engineering Consultant causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (1) The Engineering Consultant becomes bankrupt or goes into liquidation other than for reconstruction or amalgamation.
- (2) SIPCOT may give notice that if Engineering Consultant fails to correct a particular Defect. This failure will be termed as fundamental breach of Contract.
- (3) The Engineering Consultant has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data.
- (4) If the Engineering Consultant, in the judgment of the SIPCOT has engaged in fraud and corruption, in competing for or in executing the Contract; or

When either party to the Contract gives notice of a breach of contract to SIPCOT for a cause other than those listed in above clauses, SIPCOT shall decide whether the breach is fundamental or not. Notwithstanding the above, the SIPCOT may terminate the Contract for convenience. If the Contract is terminated the Engineering Consultant shall stop work immediately.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Engineering Consultant, SIPCOT shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to SIPCOT exceeds any payment due to the Engineering Consultant, the difference shall be a debt payable to the SIPCOT.

If the Contract is terminated at SIPCOT's convenience or because of a fundamental breach of Contract by SIPCOT, then SIPCOT shall issue a certificate for the value of the work done, repatriation of the Engineering Consultant's personnel employed solely on the Works, and the Engineering Consultant's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable Indian law.

Submission of Documents / Reports / Drawings:

All the reports / documents / drawings for approval should be submitted in three copies besides soft copies for reference. The adequate no. of final drawings / documents as decided by SIPCOT, should be submitted as per the requirements of the project including for tender/statutory Authorities at free of cost.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section– VI

CONTRACT DATA

SIPCOT	SIPCOT Ltd., Chennai
Corporate Office	SIPCOT Ltd., Egmore, Chennai-600008.
Project Address	SIPCOT Industrial Park, Perundurai
Project in Brief	Preparation of Layout Plan, Detailed engineering of the project including designing, detailed drawings, preparation of detailed cost estimates and estimation of item wise quantities (BOQ) and preparation of tender documents, assisting in award of work, contract documentation.
Start Date	Date mentioned in the LOA
Intended Completion Date	Contract Period of the Engineering Consultant will be of 1.5 months (45 days) (up to submission of tender documents plus assisting in tender evaluation)
Appointing Authority for the Arbitrator:	The Managing Director, SIPCOT Ltd., Egmore, Chennai–600008
Liquidated Damages	Rs.1,000/-per day for the extended period for each milestone with a maximum Liquidated Damages of 5% of the contract value.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section-VII

Project Completion milestone and schedule

Milestone	Brief Description of work	Period in weeks from the date of Issue of LOA to Engineering Consultant
		T = Date of issue of LOA
Milestone 1	Submission and approval of Conceptual plans along with Contour plans, Geo-Technical reports.	T+2 Weeks
Milestone 2	Submission and approval of all drawings, elevation (3 options) and Walkthrough.	T+3 Weeks
Milestone 3	Submission and approval of Detailed Estimates, Rate analysis along with Data's (Present PWD Schedule of Rates), layout submission for building plan approval, Tender documents	T+6 Weeks
Milestone 4	Tender Evaluation, Final LOA & Agreement	-



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section-VIII

PAYMENT SCHEDULE

SL.No.	Activity	Payment for Activity % of Total fee	Cumulative % of Total fee
1.	Submission and approval of Conceptual plans along with Contour plans, Geo-Technical reports.	15	15
2.	Submission and approval of all drawings, elevation (3 options) and Walkthrough.	15	30
3.	Submission and approval of Detailed Estimates, Rate analysis along with Data's (Present PWD Schedule of Rates),	30	60
4.	Submission and approval of Layout for building plan approval, Tender documents	20	80
5.	Submission and approval of Tender Evaluation, Final LOA & Agreement	20	100



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section-IX

Information about the Engineering Consultants

The Engineering Consultant firms are requested to furnish information about themselves, their works, and their capability under the following format:

- i) Name of the Company
- ii) Year of Establishment
- iii) Certificate of incorporation (furnish copies)
- iv) Whether registered under appropriate Bodies like Council of Architecture/Indian Institute of Architecture
- v) Enclose audited annual accounts for the last year ending 31.3.2022.
- vi) Works of similar nature of work designed and executed by the firm, giving full particulars on name of the client, value of work, brief description, year of completion etc. and the scope of Architect. The copy / copies of completion of the assignment given by the clients may be furnished. A separate sheet may be added, if required.
- vii) Organizational details of the firm shall be Submitted detailing qualification and experience of Key personnel, Staff strength etc. Availability of in-house modern technological facilities in the form of CAD and other specialist hardware and software shall be listed.
- viii) Details shall be furnished on projects which have been executed as a single point responsibility (turn-key assignment) with fast-track approach, i.e., completion within a tight time schedule, giving details.
- ix) Certificate or proof of appreciation of Consultant's works from Government or Private agencies for whom they have carried out design/project arrangement service/ comprehensive project management.
- x) List of the names of Multinational Companies (MNC) / Indian Companies for whom single point Architectural and Engineering services have been rendered.
- xi) Company Brochure or any other presentation material related to this work shall be closed



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format of Curriculum Vitae (CV) for submission of details on the Domain Expertise and competence of Key staff

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with Firm/Entity: Nationality:
7. Membership in Professional Societies:
8. Detailed Tasks Assigned:
9. Key Qualifications:
[Give an outline of staff member's in-depth and successful experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations, Reference projects, Client's acknowledgments of successful completion of projects. Use about half a page.]
10. Education: [Summarize college/university and other specialized / management / professional education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]
11. Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about three quarters of a page.]
12. Languages: [For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
13. Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

[Signature of staff member and authorized representative of the Firm] Day/ Month/ Year

Full name of staff member _____

Full name of authorized representative:_____

The information should cover for each parameter as below:

- i) Exposure of the Key staff(s) to similar Sector, if any.
- ii) Experience in Plug and Play factory building/Warehouse/Logistics facility
- iii) Ability to drive



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section-X

Format-A

LETTER OF SUBMISSION

To

Date:

The Managing Director
SIPCOT Ltd.
No.19-A, Rukmani Lakshmipathy Road
Egmore, Chennai - 600 008

Sirs,

Sub: Submission of Tender for Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.

1. Having examined the details given in the Invitation to Tender for the work referred under subject above we hereby submit the information and relevant documents.
2. We hereby certify that all the statements made, and information supplied in the enclosed formats A to I and accompanying statements are true and correct.
3. We have furnished all information and details necessary for selection and have no further pertinent information to supply.
4. We also submit a general description of our methods of speeding up the execution as required.
5. We submit the certificates in support of our suitability, technical knowhow, and capability for having successfully completed the works during the last five years.
6. We hereby certify that we have gone through all the terms and conditions of the Tender and we confirm that we signed in all pages of tender documents as a token of acceptance of tender conditions.
7. Check List is enclosed.
8. I/ We hereby agree to abide by the decision of SIPCOT, in all matters relating to tender.
9. We enclose a Demand Draft for Rs.16,500/- towards Earnest Money Deposit.

Yours faithfully,

Signature :

Name of authorized person :

Designation :

Name of the company :

Sig. & Seal of Tenderer

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SIPCOT Ltd.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format-B

Check List

Sub: Submission of Tender for Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.

We confirm that the following has been enclosed or not.

S. No.	Description of item	Enclosed	Not enclosed
1.	a. Application induplicate b. Letter of Submission c. Formats A to I.		
2.	Certificate of Registration from a. Registrar of companies. b. Association of Architects c. Govt / Public bodies. Specify		
3.	Copies of GST Registration.		
4.	Supporting certificates for technical and financial capability from relevant authorities/clients.		
5.	Board of Directors/Partners.		
6.	Organization Chart with responsibilities.		
7.	Details of facilities available for performing the said work.		
8.	Details of tie-ups, technical, financial with reputed foreign organization/ collaborator with copy of agreement.		
9.	Supporting certificates for completion of works and satisfactory performance from clients.		
10.	Supporting certificates for on-going works, Work order & date and stage of work.		



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

11.	Annual Report for the last 3 years (as on 31 st March 2022) 2019–20 2020–21 2021–22		
12.	A detailed write-up on any method of approach specially devised to speed up the work with respect to i. Layout for optimum utilization of FSI ii. Building models for optimum Lab Area utilization, utilities configuration, etc. iii. Integrated approach with respect to Design, Construction and Commissioning stages iv. Design & Execution of Major contracts for Civil, Electrical, DG, ACMV, Lifts etc. with respect to techno-economics.		

I / we hereby agree to abide by the decisions of SIPCOT in all matters relating to this tender.

Date of Submission

Signature of applicant with official seal



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format–C

PERSONNEL

Give details of key Technical and Administrative Personnel (who could be assigned for the works) in the following proforma. Separate sheets may be closed)

A.	List of Board of Directors Details of Each Director 1) Name of the Director 2) Organization (Represents) 3) Address	
B.	Key Technical and Administrative Personnel and Consultants: 1) Individual's Name 2) Qualification (Degree / Postgraduate) 3) Present position of office 4) Professional experience and details of works carried out 5) Years with the applicant 6) Language known 7) Additional information 8) Please enclose separate sheet for each category viz., Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, ACMV, Electrical, DG, Lift, BMS, Sewage Treatment	

Date of Submission

Signature of Applicant with Official Seal



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format–D

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

- a) Bidder should have been in the business for a period of 5 years and should have provided Comprehensive Consultancy /Engineering Services (single point responsibility) involving conceptual, basic design, structural designs, development of detailed drawings of Plug and Play manufacturing buildings/Industrial Building/Warehousing with associated infrastructure facilities including Electrical, ACMV, DG, Fire Fighting, BMS, Lifts etc.

Copy of Certificate of incorporation to be enclosed

Signature of Tenderer

Official seal of the Company



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format–E

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

Bidder should have completed the consultancy assignment for at least one project with the scope of work of Plug and Play manufacturing buildings/Industrial Building/Warehousing with associated infrastructure facilities with value of more than of Rs. 6 crores in the last 5 years.

SL.No.	Year	Project Details	Consultancy / Engineering services Works	Value in Indian Rupees	Credentials Submitted
1	01.04.2017 to 31.03.2018				Yes/No
2	01.04.2018 to 31.03.2019				Yes/No
3	01.04.2019 to 31.03.2020				Yes/No
4	01.04.2020 to 31.03.2021				Yes/No
5	01.04.2021 to 31.03.2022				Yes/No

The following are enclosed:

- (i) The tenderer should submit documentary evidence for the above in the form of completion certificates for at least one work in every year.

Signature of Tenderer

Office Seal of the Comp



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format-F

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

Bidder should have completed the consultancy assignment for at least for one project with the scope of Plug and Play manufacturing buildings/Industrial Building/Warehousing with associated infrastructure facilities with more than the 30,000 sq.ft. area in the last 5 years.

S. No.	Year	Project Details	Consultancy/Engineering services Works	Value in Indian Rupees	Credentials Submitted
1	01.04.2017 to 31.03.2018				Yes/No
2	01.04.2018 to 31.03.2019				Yes/No
3	01.04.2019 to 31.03.2020				Yes/No
4	01.04.2020 to 31.03.2021				Yes/No
5	01.04.2021 to 31.03.2022				Yes/No

The following are enclosed:

- (i) The tenderer should submit documentary evidence for the above in the form of completion certificates or agreement or handing over / taking over certificate for at least one work in every year.

Signature of Tenderer

Official Seal of the Company



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format–G

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

Should have an average annual turnover of at least Rs. 50.00 lakhs in the last five financial years.

SL. No.	Year	Annual turnover from Indian operations	Name of project	Value in Indian Rupees
1	01.04.2017 to 31.03.2018		1) 2) 3)	
2	01.04.2018 to 31.03.2019		1) 2) 3)	
3	01.04.2019 to 31.03.2020		1) 2) 3)	
4	01.04.2020 to 31.03.2021		1) 2) 3)	
5	01.04.2021 to 31.03.2022		1) 2) 3)	

Note:

- (i) Annual Report to establish the Annual Turnover of the company for the last 5 years, enclosed.
Auditor certificates to establish annual turnover for during the last 5 years, enclosed.

Signature of Tenderer

Official Seal of the Company



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format–H

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY

The Tender Scrutiny Committee appointed by SIPCOT will evaluate the Technical Proposals after evaluation of eligibility criteria. The Committee will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (S_t).

In addition, the services of other specialists may be required on a need basis.

**** Key personnel** – be considered key staff, only if they are full time employees of the company or the consortium partners or Experts contracted by the bidder forth is assignment and they should be involved fully in the assignment and be available for all SIPCOT meetings.

Note: The Bidders are free to propose more team members, but the above key staff proposed are mandatory and the qualification & experience of the above key professionals would be evaluated as part of Technical Evaluation.

Curriculum Vitae of Team Leader and other members for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). The above personnel will be rated in accordance with:

Education qualifications

Relevant previous project experiences

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (S_t) will only be considered for financial evaluation.

The following are enclosed:

The tenderer should submit documentary evidence for the above in the form of completion certificates for at least one work in every year.

Signature of Tenderer

Official Seal of the Company



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Format-I

FORMAT OF UNDERTAKING TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO NON-BLACKLISTING / NON-DEBARMENT / NON-RESTRAINT BY ORGANIZATION UNDERTAKING REGARDING BLACKLISTING / DEBARMENT / RESTRAINT

The Managing Director
SIPCOT Ltd.
No.19-A, Rukmani Lakshmipathy Road
Egmore,
Chennai - 600 008

Dear Sir,

Sub: Submission of Tender for Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.

I/We_have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical Bid and Price Bid).

I/We_herby confirm that our Company was not blacklisted by any State Government / Central Government / Public Sector Undertakings during the last three years. We also hereby confirm that our EMD / SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to non-performance, non-compliance with the Tender Conditions etc.

I/We_herby declare that all the particulars furnished by us in this Tender are true to the best of my / our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

Yours faithfully,

For _____

Name:

Designation:

Signature:

Date:



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Section – XI

Appendix–1

Format of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

(Name of Bank) hereby agree unequivocally and unconditionally to pay at Chennai within 48hours on demand in writing from the SIPCOT or any Officer authorized by it in this behalf, of any amount up to and not exceeding Rs..... (Rupees.....only) (an amount equivalent to 10% of the awarded Lump sum Fees) to the said SIPCOT on behalf of..., (herein after referred to as Bidder) who have undertaken to provide Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.

This guarantee is irrevocable and shall be valid and binding on this Bank up to and including(date corresponding to three months from the date of execution of the Agreement) and shall not be terminable by notice or any change in the constitution of the Bank or the form of contractor by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, concerned or agreed with or without our knowledge or consent, by or between parties to the said written contract.

In case any dispute arising out of or in connection with the encashment of Bank Guarantee, the courts in Chennai will have jurisdiction. We(name of the Bank) do hereby irrevocably undertake to, without any reference to the Bidder or any other person and irrespective of the fact whether any dispute is pending between SIPCOT and the Bidder before any court or tribunal or arbitrator relating there to, pay the amount due and payable under this guarantee without any demur, merely on a demand from SIPCOT stating that the amount claimed is due by way of loss suffered by reason of any breach by the said Bidder of any the terms and conditions contained in the said document and other communications or by reason of the said Bidder's failure to perform the covenants of the same. Any such demand made on the Bank shall be conclusive, absolute, and unequivocal as regards the amount due and payable by the Bank under this guarantee.

Place:

Date:

Signature for Banker's Rubber Seal and Full Address

Sig. & Seal of Tenderer

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SIPCOT Ltd.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Appendix-2

Format for Earnest Money Deposit

(In the letter head of the Bidder)

To

The Managing Director

SIPCOT Ltd.

No.19-A, Rukmani Lakshmi pathy Road

Egmore,

Chennai-600008.

Dear Sir,

Sub: Proposal for Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai- Earnest Money Deposit -Reg.

We herewith enclose Demand Draft for the value of Rs.____/- (Rupees..... Only) bearing number ***** dt ***** drawn from ***** Bank towards Earnest Money Deposit (EMD) for Selection of Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.

We understand that

- i) The EMD of the successful bidder will be retained as retention money which will be released after the completion of the assignment.
- ii) The EMD of the unsuccessful bidders will be returned after completion of the selection process.
- iii) The EMD shall be forfeited if we withdraw our bid during the period of bid Validity or if we fail to take up the work after issue of Letter of Award, in the case of we become successful bidder.
- iv) SIPCOT will not accept any proposal received without the EMD as prescribed.

Yours Sincerely

by the hand of Mr. (name of authorized signatory)



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

Appendix-3

ARTICLES OF AGREEMENT-Draft

(Note: The given format is a sample one. However, before signing, the draft format filled in all respect is to be approved from the SIPCOT. On approval, the same shall have to be executed in Rs.100/- Non-Judicial Stamp Paper)

ARTICLES OF AGREEMENT made on this..... day of2021 between SIPCOT having its office at No.19-A, Rukmani Lakshmipathy Road, Egmore, Chennai-600 008 (Hereinafter called "the SIPCOT" which includes its Successors, Administrator, Executors etc.) represented by its....., of the one part and of the other part whose registered office is situated at..... (Hereinafter called "The Contractor" which includes its Successors, Administrator, Executors etc.) represented by its Managing Director /Director /Authorized official or partner(s) Mr.....

WHEREAS the SIPCOT is desirous of availing the Services of the Contractor for providing **Engineering Consultant (EC) for Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Infrastructure at SIPCOT Industrial Park, Perundurai.** (hereinafter called "the Work") and has caused documents and Schedule of Quantities showing and describing the work to be done as prepared by M/s. SIPCOT Ltd.. No.19-A, Rukmani Lakshmipathy Road, Egmore, Chennai-600008.

AND WHEREAS the said documents numbered as per list attached to the tender document covering conditions, the specifications the Scope of work and the Schedule of Quantities initiated by SIPCOT have been signed by or on behalf of the parties hereto.

AND WHEREAS the contractor in response to SIPCOT tender, submitted their bids for providing the aforesaid services. SIPCOT finalized M/s..... as theContractor for such services with effect from..... AND WHEREAS the Contractor has furnished Bank Guarantee for a sum of Rs..... (Rupees.....) vide No.... drawn ondatedas Performance Bond, valid for entire contract period from the date of commencement for due performance of this agreement.



Tender for appointment of Engineering Consultant for Establishment of Plug and Play infrastructure at SIPCOT Industrial Park, Perundurai

AND WHEREAS the Engineering Consultant has supplied SIPCOT with a fully priced copy of the Lumpsum Rate for their scope of work (which copy is hereinafter referred to as "the Contract Bills") ANDWHEREAS the said documents (hereinafter referred to as "the Contract Document") and the Contract Bills have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed carry out and complete the job shown upon the Contract Document and described by or referred to in Engineering Consultancy the Contract Bills and in the said Conditions.
2. The SIPCOT will pay Engineering Consultant the said contract amount Rs /-
(Rupees..... Only) (herein after referred to as "the Contract Sum") or such other sum as shall become payable here under at the times and in the manner specified in the said Conditions.
3. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work as detailed in the Tender document in respect of provision for the above-mentioned works/ systems to Providing Engineering Consultant Services to be paid for according to actual services performed and works done at the lump sum rates contained in the Schedule of Quantities or as provided in the said Conditions.
6. The SIPCOT reserves to itself the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by the SIPCOT on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the SIPCOT. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.



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7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work from the date of acceptance letter issued by SIPCOT as provided for in the said conditions and to complete the entire work within the stipulated period or the extended period as granted by the SIPCOT.
8. The contractor should have the required license to install the respective EC and should have Insurance Policy to cover their work men deployed and the associated risk for the assigned work.
9. The Time Schedule and Payment Terms for the Engineering Consultancy Services to be carried out as mentioned in Section-IX under the Heading Payment Schedule in Page No. 41.
10. All payments by SIPCOT under this contract will be made only through Banking Channel at Chennai in Indian Rupees.
11. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation and employment liability insurance for their staff on the assignment.
12. 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 results from the fault of the consultant or its staff.
13. The Consultant shall indemnify and hold harmless against any / all claims, demands and /or judgments of any nature brought against the Client arising out of the services by the consultant under this agreement and in any case of claims, demands made against the Client, the liability of the Consultant shall be upto a maximum of 30% of the total consultancy fee.
14. All reports and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of the Client. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
15. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
16. The Consultant will not assign this Contract or sub-contract any portion of it without the Client's prior written consent.



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17. The Client shall deduct the Tax Deduction at Source at the time of release of payment at every state as mentioned in this agreement.
18. The Consultant has agreed that all knowledge and information not within the public domain which may be acquired during the carrying out of this assignment, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of Client.
19. **Termination:** The Client reserves the right to terminate this contract, if the service rendered by the EC Consultant has not been performed covering all the aspects on the terms of reference and to the satisfaction of client, or on the grounds of negligence of obligations as per the accepted bid conditions or any other reasons not attributable to the Client and on account of any Force Majeure events that may be decided by the solely at the discretion of Client. In the event of termination, the compensation shall be restricted up to the amount paid by the Client and no claim whatsoever for any compensation shall be entertained by Client. In the case of termination, both the parties shall give 30 days' notice of termination of the contract on either side.
20. **Penalty:** During the currency of the agreement if the Consultant is not in a position to complete the services as agreed to in Para1 and within the time stipulated therein and if the Consultant requires further time for completion of the same, the Client reserves the right to offer extension of time, if the reasons attributed for the delay is beyond the control of the Consultant and shall levy Rs.1,000/- per day for the extended period for each milestone.
The maximum amount of liquidated damages for the whole of the works is 5% of final contract price.
21. Except as in the circumstances/manner below, all disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to resolve the same.
22. On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall as soon as practicable give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and



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conciliation Act 1996 as amended time to time. In case of dispute between the Engineering Consultant and the SIPCOT, then this may be referred to Arbitrator. If the Arbitrator suggested by the SIPCOT is not acceptable to the Engineering Consultant, two Arbitrators one by the Engineering Consultant and the other by the SIPCOT will be nominated. The Third Arbitrator who will be the Chairman will be appointed by The Managing Director, Institution of Engineers, and Chennai Centre.

23. That the several parts of this Contract have been read by the Consultant and fully understood by the Consultant.

If the Contractor is a partnership or an individual:

IN WITNESS WHEREOF the SIPCOT and the Consultant have set their respective hands to these presents and hereof the day and year first here in above written.

If the Contractor is a Company:

IN WITNESS WHEREOF the SIPCOT has set its hand to these presents through its duly authorized official and the Consultant has caused its thro Managing Director/ Director/ Authorized official these presents and hereof to be executed on its behalf, the day and year first herein above written with witness whereof.



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Signature Clause

SIGNED AND DELIVERED by the			SIGNED AND DELIVERED by the		
SIPCOT			Contractor		
Chief Operating Officer	:		Hand of its:		
Signature	:		Proprietor		
Signature	:		Signature	:	
Name and Designation:			Name and Designation:		
Address			Address		
WITNESSES:			WITNESSES:		
1.	Signature	:	1.	Signature	:
	Occupation	:		Occupation	:
	Address	:		Address	:
2.	Signature	:	2.	Signature	:
	Occupation	:		Occupation	:
	Address	:		Address	:

Note:

1. If the Consultancy is a partnership firm, this agreement should be signed by all or on behalf of all the partners.
2. In case of company, if the signatory of the Consultant is other than Managing Director, the same should be in accordance with Articles of Association of the company. If so, a copy of the certified Resolution and Articles of Association evidencing the Authorized Director/officials should be provided.

In case of Authorized Signatory being Power of Attorney (POA), a certified Copy of POA should be provided and should sign and delivered by the Consultant by the hands of Thiru. and duly constituted Attorney