



**MSME Trade and Investment Promotion Bureau (M-TIPB),**  
1<sup>st</sup> floor, SIDCO Corporate Office Building,  
Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600032.  
Phone: 044-29530112/ 29530113/ 29530114  
E-Mail: [mtipboffice@gmail.com](mailto:mtipboffice@gmail.com)

**RFP for Selection of Consultant to Support M-TIPB in Creating Enabling Ecosystems for the growth of MSMEs in Tamil Nadu**

**RFP No. 236/MTIPB/2022 Date: 10-May-2022**

Over the past nine months, the Government of Tamil Nadu (GoTN) has undertaken several steps to support MSMEs. This engagement is conceptualized to operationalize and take forward the initiatives of the MSME Department, GoTN.

1. The GoTN constituted an expert committee on 28<sup>th</sup> July 2021, for the revival of MSMEs. The committee was chaired by a former Industries Secretary, GoTN, and had experts from business, financial sector, academicians, consultants and venture capitalists as its members. The committee has recently submitted its report with over 100 specific recommendations for the revival of MSMEs. The report is presently under the consideration of the GoTN.
2. Some of the themes along which recommendations were made by the Committee include a revamp of the MSME department structure and the way in which services are offered to MSMEs, a need to focus on micro units through models such as aggregation, creation of local entrepreneurs, promotion of local/ TN based enterprises, design and implementation of mechanisms for enabling finance for micro enterprises, and a platform-based approach to overall service delivery for MSMEs. The Committee emphasized the smallness of the Micro units and the need to design solutions suitable to the micro enterprise. Considerable emphasis was also placed on marketing and awareness building as key requirements of the micro enterprises in the state.
3. The GoTN is also working towards the preparation of a State Strategic Investment Plan (SIP) as part of a World Bank funded programme called "Raising and Accelerating MSME Productivity" (RAMP). Under RAMP, the state will identify priority sectors to make them competitive, will identify constraints in their growth, develop expected outcomes to be met, finalise the interventions required to address the constraints and budget for the above interventions. The plan will also define an outreach plan for identification and mobilization of MSMEs including communication strategy; partnerships with Industry Associations, anchor companies and other relevant government bodies and DIC level outreach efforts. This procurement process is also to identify the PIU that will be responsible for preparation and implementation of the SIP.
4. The state Government has also initiated numerous efforts specifically for MSME financing. The state is launching a TN Credit Guarantee Scheme, is developing an end-to-end electronic platform for the same; is re-looking at the MSME Samadhaan

system to move it completely online; and is developing a Credit Rating Framework exclusively for MSMEs.

As mentioned earlier, this procurement is in the context of the above distinct, yet inter-dependent initiatives being taken up. This RfP is drafted with the intent of appointing a bidder who has experience in the above-mentioned initiatives and can function as a PMU and support the state – as an extended arm of the state government (and not as a consultant). The procurement envisages almost full time, on-site involvement of the team. The RfP is drafted for selection of a bidder who takes ownership over outcomes and is going to be responsible for them.

1. General Manager, MSME Trade and Investment Promotion Bureau (M-TIPB) invites proposals from eligible firms to "Support M-TIPB in Creating Enabling Ecosystems for the growth of MSMEs in Tamil Nadu".
2. Participating bidders must fulfil the following pre-requisites:

Sl.	Pre-Qualification (PQ) Criteria
1	Bidder should be registered in India under the Companies Act/ LLP Act/ Societies Act and should have been in existence for at least 3 years on the date of publication of tender.
2	Bidder (either as the Lead Bidder or as a Consortium Partner) should have carried out/ should be carrying out at least one MSME sector transformation study worth at least Rs. 1 Crore in the past 3 years with the MSME department (GoI) or with the MSME department in any of the states in India (FY 20-21, FY 21-22, FY 22-23).
3	Bidder should have a minimum aggregate audited turnover of at least Rs. 1 Crore in the past three years (FY 18-19, FY 19-20, FY 20-21).
4	The Bidder should not have been blacklisted by Central/ State Government/ Departments/ PSUs in India as on bid submission date.
5	EMD should be paid online for Rs. 5,00,000 on the e-procurement portal specified. <i>[Bidders with Udyam Certificate shall be exempt from this requirement].</i>

3. The bidding documents may be downloaded free of cost from the website [tenders.tn.gov.in](http://tenders.tn.gov.in), [msmeonline.tn.gov.in](http://msmeonline.tn.gov.in) and [bharat-electronictender.com](http://bharat-electronictender.com). All amendments, time extension, clarifications etc. will be uploaded on the e-bid portal ([bharat-electronictender.com](http://bharat-electronictender.com)) only.
4. Proposals received without Earnest Money Deposit (EMD) will not be accepted and will be summarily rejected, unless accompanied with an Udyam Certificate.
5. This bid will be taken forward even if only one bidder is technically qualified.

**Key dates:**

Sl.	Description of milestones	Latest by
1	Date of Invitation for bids	10-May-2022
2	Pre-bid meeting (PBM) on the e-bid portal	13-May-2022 (10 AM)
3	Due date & time for downloading the bid documents	One hour before BDD
4	Bid Due Date (BDD) & time for submission of bids	25-May-2022 (10 AM)
5	Date of opening of Technical Bid	BDD (10:05 AM)
6	Presentation to panel of experts	27-May-2022 (10 AM onwards)
7	Date of opening of financial bid	28-May-2022 (11 AM)
8	Issue of work order to successful bidder	7 days from opening financial bid
9	Signing of agreement	30 days from opening financial bid
10	Submission of bank guarantee	15 days from signing of Agreement
11	Period of engagement	5 years from issue of work order; subject to annual renewal based on performance of the Bidder.
12	Bid validity	One year from the BDD
13	EMD to be paid on e-bid portal	INR 5,00,000 (payable except in cases where the lead bidder is an MSME with a valid Udyam Certificate).
14	Bank Guarantee	5% of the finally negotiated financial proposal.  In case of MSMEs with Udyam Certificate, the BG can be adjusted against the first 6 invoices of the Bidder on request from the Bidder.
15	E-bid portal	<a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a>

Sd.

General Manager,  
MSME Trade and Investment Promotion  
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**REQUEST FOR PROPOSAL**

**RFP No.: 236/MTIPB/2022**

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**Issued on: May 10, 2022**

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## **Section 1. Introduction**

The Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB) was established as an autonomous body by the TN MSME Department to internationalise MSMEs from Tamil Nadu and to promote global partnerships and investments in the sector. This was done vide G.O. MS No. 8, of the MSME Department, dated 24-Jan-2019.

The Bureau is registered under the Tamil Nadu Societies Registration Act and is responsible for performing promotional, facilitative, directive and collaborative functions. The various functions of the M – TIPB (as articulated in the G.O) include Trade and Investment Promotion, Export promotion, business facilitation, applied research and knowledge transfer. M-TIPB seeks to become the single point of contact for all MSMEs in the state of TN and seeks to address/ support MSME requirements.

To support M-TIPB in:

- The creation of enabling ecosystems for the growth of MSMEs in Tamil Nadu,
- The implementation of the RAMP programme, and
- The implementation of the recommendations of the MSME Committee for the revival of MSMEs,

M-TIPB intends to appoint a hands-on, implementation consultant to function as its own extended arm as a PMU, and to be responsible for driving and achieving outcomes as articulated on Pages i and ii of this document. The modalities of implementation and the role of the Consultant have been detailed in the Terms of Reference (Section 5) of this document.

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

### A. GENERAL PROVISIONS

<p><b>1. Definitions</b></p>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.</p> <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) "Authority" means Tender inviting authority i.e., General Manager of MSME Trade and Investment Promotion Bureau (M-TIPB).</p> <p>(d) "Bidder" means an individual firm or a consortium of a maximum of three firms, where the firm/ firms shall provide: (1) PMU support; (2) an IT Platform for buyer-seller meets and related supporting events; and (3) a platform for aggregating MSME orders on the lines similar to a buying house.</p> <p>(e) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Authority under the Contract.</p> <p>(f) "Contract" means a legally binding written agreement signed between the Authority and the successful Bidder and includes all additional documents as may be specified by the Authority.</p> <p>(g) "Data Sheet" means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(h) "Day" means a calendar day.</p> <p>(i) "E-bid portal" means <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a>.</p> <p>(j) "Entity" shall mean</p> <p>(k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.</p> <p>(l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.</p> <p>(m) "Non-Key Expert(s)" means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(n) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(o) "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p>
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	<p>(p) "ITB" (this Section 2 of the RfP) mean the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(q) MSME means an industry defined and classified as follows:</p> <ul style="list-style-type: none"> <li>i. A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.</li> <li>ii. A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.</li> <li>iii. A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.</li> </ul> <p>accepted to be in effect from 01.07.2020.</p> <p>(r) "Proposal" means the Technical and Financial proposals of the Consultant.</p> <p>(s) "RfP" means this Request for Proposal prepared by the Authority for the selection of Consultants.</p> <p>(t) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected outcomes.</p>
<b>2. Introduction</b>	<p>2.1 The Authority named in the <b>Data Sheet</b> intends to select a Bidder in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The Bidders are invited to submit a Technical and Financial Proposal for the project named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected/ successful Bidder.</p> <p>2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the <b>Data Sheet</b>. Attending any such pre-bid meeting is optional and is at the Bidder's expense.</p> <p>2.4 This tender is governed by the provisions of the Tamil Nadu Transparency in Tenders Act 1998 and the Rules thereunder. Any bidder aggrieved by any order passed by the Authority, under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt. No</p>

	<p>appeal shall be preferred while the tender is in process until the tender is finalized and letter of award is issued by the Authority.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Bidder (meaning every firm and expert in the consortium) is required to provide services, at all times holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work as per the Integrity and Avoidance of Conflict-of-Interest Pact as per Appendix V to this RfP.</p> <p>3.2 The Bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/ or sanctions by the Authority.</p>
<b>4. Conflicting Projects/ Relationships</b>	<p>(i) <u>Conflict among projects:</u> A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.</p> <p>(ii) No Entity, who is a part of one applying Consortium, can be another single Applicant or be part of any other consortia applying for the Project. In the event that this is violated, the application submitted first in chronology by an Entity, either singly or as a part of a Consortium, shall be considered responsive; all other applications of such an Entity shall be considered non-responsive. For verification purposes of this basic condition, every Entity of an Applicant must register themselves on the e-bid portal through only one authorized representative/ signatory for the project.</p> <p>(iii) <u>Conflict with Authority's staff:</u> a Bidder that has a close business or family relationship with a professional staff of the Authority may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p>
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.</p>
<b>6. Eligibility</b>	<p>6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of India/ Tamil Nadu/ other state governments in</p>

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

## B. PREPARATION OF PROPOSALS

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

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

	<p>address indicated in the <b>Data Sheet</b>. The Authority will respond by standard electronic means (including an explanation of the query but without identifying its source) to all Bidders wherever relevant. Should the Authority deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Authority may amend the RfP by issuing an amendment by standard electronic means on the e-bid portal. The amendment will be binding on them. The Bidders need not acknowledge receipt of all amendments in writing as the submission of their bids on the portal is deemed to be such acknowledgement.</p> <p>13.1.2 If the amendment is substantial, the Authority in its sole discretion may extend the proposal submission deadline to give the Bidders reasonable time to take that amendment into account in their Proposals.</p> <p>13.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be opened on the e-bid portal if it is received after the BDD and time.</p>
<b>14. Technical Proposal Format and Content</b>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RfP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) expenses.</p>
<b>15. Price Adjustment</b>	<p>15.1 The Consultant shall agree to carry out any additional assignment during the assignment period as per instruction of the Authority, the remuneration of the additional assignment will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Consultant as FIN-2 will be used for arriving at the payment for the same.</p>

### C. SUBMISSION, OPENING AND EVALUATION

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

	<p>19.2 The bidders shall provide their passphrase to the Authority confidentially (in a sealed envelope/ over a phone call/ from the registered e-mail id of the bidder) before the BDD and time so as to facilitate opening of the bids. The Authority shall not be responsible for any bidder not being able to convey the passphrase to the Authority in time. Bids of those bidders who do not or are unable to convey the passphrase in time to the Authority will remain unopened. This is because their confidential passphrase is one of the electronic keys to open the bid document, the other electronic key being with the Authority. The Authority shall not be responsible for such bids remaining unopened.</p> <p>19.3 At the opening of the Technical Proposals the following shall be made known: (i) the name and the country of the Bidder and/ or the name of the lead member and the names and the countries of all members; (ii) whether there are any modifications to the Proposal submitted prior to proposal submission deadline and, (iii) any other details as maybe required.</p>
<b>20.Proposals Evaluation</b>	<p>20.1 The Bidder is not permitted to alter or modify its Proposal in any way after the BDD and time. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Technical Proposals, initially.</p>
<b>21.Evaluation of Technical Proposals</b>	<p>21.1 The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RfP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.</p> <p>21.2 An expert committee shall award marks to each of the qualified bidders for their presentation and also reconfirm marks already awarded in the technical proposal on the basis of expertise of the experts whose CVs were included in the Technical Proposal.</p> <p>21.3 The presentations can be made physically or electronically.</p>
<b>22.Financial Proposal and overall evaluation</b>	<p>22.1 The Authority's evaluation committee shall open the Financial quotations only for those bidders who are 'Technically Qualified' on the basis of the scores given by the expert committee.</p> <p>22.2 The overall score of the bidders will be a weighted average of their technical and financial scores as per the criteria specified in the Data Sheet.</p>

#### **D. NEGOTIATIONS AND AWARD**

<b>23.Negotiations</b>	<p>23.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract</p>
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	<p>on behalf of the Bidder. Physical presence of all concerned during negotiations is preferred.</p> <p>23.2 The negotiations shall also cover the empaneling of the bidders as separate firms on the basis of their final scores. While taking up assignments in future due to empaneling, the firms will have the facility to change certain key experts to suit projects for which they are approached in the future such that the profiles and experience match the ones given here while the field or sector is appropriately changed.</p> <p>23.3 When the bidders and the key experts agree, the key experts could be separately empaneled for future assignments with the Authority for relevant projects.</p> <p>23.4 For 23.2 and 23.3, the empanelment is for a period of five years from 30.04.2027 ending 30.04.2032 and the annual escalation on prices quoted on the man-month rates during this above mentioned period shall be as provided by the Bidder in Form FIN 2A to this document.</p> <p>23.5 The Authority shall prepare the contract on the basis of these negotiations. There shall be no separate minutes for negotiations.</p> <p>23.6 The empanelment will be used at the sole discretion of the Authority to minimize cost to the Authority and save time.</p> <p>23.7 The empanelment of experts would be announced only after the Tender Accepting Authority evaluates the work of the key experts, in exceptional circumstances.</p> <p>23.8 Arrangements for the empanelled firms/ experts shall not interfere with the work for which the firms/ experts was/ were contracted.</p>
<b>a. Availability of Key Experts</b>	<p>23.9 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Bidder.</p> <p>23.10 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>23.11 Penalties to the extent of 10% of the fee for the Key Experts as mentioned in FIN-2 (per man-month rate card) may be levied</p>

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

	25.4	In case negotiations fail after commencement of work but before signing the contract, the payment for the work done will be made pro-rata as per the payment schedule specified.
<b>26. Performance Guarantee</b>	26.1	Within 15 days from the date of signing of contract, the successful Consultant company/ firm/ lead bidder shall furnish the Performance Guarantee of an amount equal to up to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by a Scheduled Commercial Bank in India for the due performance of the Assignment in the format at Appendix-I.
	26.2	The selected Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months, and the same shall be renewed each year during the course of the project.
	26.3	In case of future assignments, empanelment is based on the premise that all agencies empanelled, voluntarily agree to match the lowest price of the winning bidder after negotiations if any, as concluded in the like procurement processes under consideration for empanelment or his/ their quoted price whichever is lower. The finalized prices after negotiations with the successful bidder, will be communicated to all firms/ bidders/ experts shortlisted for empanelment and they will be requested to communicate in writing their confirmation of the above condition and the annual escalation of the monthly rates as shown in Form FIN 2A always calculated from the base rates of the successful bidder or the rates quoted by them, whichever is lower, for the next five years.
	26.4	Those agreeing in writing to the above conditions, may be empaneled in M-TIPB for five years, provided the Tender Accepting Authority is satisfied about their quality. The assignments will be assigned in the future to each of the empaneled consultants/ firms/ experts on the basis of their expertise, at the sole discretion of the Tender Accepting Authority. The order of such assignment is also at the sole discretion of the Tender Accepting Authority.
	26.5	Refund of PG: The PG shall be refunded within one month from the date of successful completion of the assignment as evidenced from the date of last payment effected.
	26.6	Forfeiture of PG: PG shall be forfeited in the following cases: <ul style="list-style-type: none"> <li>• When any terms and condition of the contract is breached.</li> <li>• When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order.</li> </ul>
	26.7	Consultant has to follow the working hours, working days and Holidays of Government of Tamil Nadu. However, resources and key experts shall be available on a holiday if so required by the Authority. No extra payments will be made for working on

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

	<p>27.7 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p> <p>27.8 Extension of time about which the Authority has not responded in the negative, may be taken as granted, if the Consultant can prove that the Authority was made aware of such extension request.</p>
<b>28. Knowledge Transfer</b>	<p>28.1 The Consultant will initiate the knowledge transfer to M-TIPB through the government officers assigned to the project under Clause 26.8, throughout the project period. Upon full and final payment, Authority shall have a perpetual, non-transferable, exclusive paid-up right and license for purposes of its internal business to use, copy, publish, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Authority. All the intellectual property rights in the Deliverables shall be the sole and exclusive property of the Authority after full and final payment for a period of ten years. Subject to obligations of confidentiality and written permission of the Authority, the bidder shall be free to publish in any form, the concepts, techniques and know-how used and developed on the Project after a period of ten years from the date of full and final payment. In any event, the Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.</p>
<b>29. Penalty Clause</b>	<p>29.1 The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except approved by the Authority in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.</p>
<b>30. Payment Procedure</b>	<p>30.1 Consultant will follow the payment procedure mentioned in Section 5.</p> <p>30.2 The invoices will be generated and submitted as mentioned in Section 5.</p> <p>30.3 Authority will process and make payment to the Consultant within 30 days of the invoice date after the Authority is satisfied with the work done. Should there be any observation to correct the invoice/progress report, same would be communicated</p>

		<p>within 14 days of invoice submission date; else it would be deemed to be accepted and payment shall be processed. The Consultant will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.</p> <p>30.4 The officers of the Authority referred to in 26.8 may be utilised by the Consultant for bringing action under this section in time, as required.</p> <p>30.5 If the work gets delayed due to reasons beyond the control of the Consultant, the Consultant could request for an interim payment of 25% of the following payment milestone/ subsequent monthly payout.</p>
<b>31. Conduct of Consultant Manpower</b>	<p>31.1 The conduct of Consultant will be in line with best practices throughout the term of the contract.</p> <p>31.2 Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death unless there is written approval of the Authority which may be provided in very rare situations. Penalties to the extent of 10% of the fee for the Key Experts as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. For any change request of Key Experts, the substitute has to be an individual with similar / better experience &amp; qualifications and accepted in writing by the Authority. In any case, payment shall not be made for the relevant expert, until a qualified substitute (expert) is made available.</p> <p>31.3 The experts normally have to be full- time on this project, on client site, in Chennai, as per the RfP. In case of expansion of scope of work, the Key Experts will be paid based on their deployment on the project. Relaxations to this clause shall be provided only at the discretion of the Authority in special cases.</p>	

## E. OTHER TERMS AND CONDITIONS

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

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



	<ul style="list-style-type: none"> <li>• If the Authority terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.</li> </ul>
36.2	<p>Termination for Insolvency - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p>
36.3	<p>Termination for Convenience - The Authority, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, the Authority will pay for all the pending invoices as well as the work done till that date by the Consultant.</p>
36.4	<p>Termination by the Authority - The Authority may, by not less than ninety (90) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> <li>• The Consultant fails to comply with any final decision reached as a result of arbitration proceedings or</li> <li>• 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</li> <li>• 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</li> <li>• As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.</li> </ul>
36.5	<p>Termination by Consultant - The Consultant may, by not less than ninety (90) days written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> <li>• The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.</li> </ul>

	<ul style="list-style-type: none"> <li>• If there are more than 3 un-paid invoices and the Authority fails to remedy the same within 45 days of the submission of the last un-paid invoice</li> <li>• As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days</li> <li>• The Authority fails to comply with any final decision reached as a result of arbitration.</li> </ul> <p>36.6 Payment upon Termination - Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by the Authority to the Consultant within 30 days of the contract termination.</p> <p>36.7 Suspension - The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.</p> <p>36.8 Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> <li>• such rights and obligations as may have accrued on the date of termination or expiration.</li> <li>• the obligation of confidentiality set forth in RfP.</li> </ul>
<b>37.Cessation of Services</b>	<p>37.1 Upon termination of this Agreement by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, ensure knowledge transfer and take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>37.2 In case of termination of agreement by the Authority, it may appoint another consultant from amongst the remaining shortlisted bidders during the proposal validity for the completion of the work.</p>
<b>38.Disputes Resolution</b>	<p>38.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/ differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision</p>

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

**E. DATA SHEET**

<b>A. General</b>	
<b>ITB Clause.</b>	
<b>2.1</b>	<b>Name of the Client:</b> MSME Trade and Investment Promotion Bureau (M-TIPB) <b>Method of selection:</b> Quality and Cost Based Selection
<b>2.2</b>	<b>The name of the assignment is:</b> RFP for Selection of Consultant to Support M-TIPB in Creating Enabling Ecosystems for the growth of MSMEs in Tamil Nadu.
<b>2.3</b>	<b>A pre-proposal conference will be held:</b> Yes. Date of pre-proposal conference: As mentioned in Pages i-iii.  <b>Address:</b>  MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1 <sup>st</sup> Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114; E-Mail: <a href="mailto:mtipboffice@gmail.com">mtipboffice@gmail.com</a> Website: <a href="https://msmeonline.tn.gov.in/">https://msmeonline.tn.gov.in/</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	English language.
<b>10.1</b>	<b>The Proposal shall comprise the following:</b> <b><i>Technical Proposal</i></b> (1) Power of Attorney to sign the Proposal. (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) Earnest Money Deposit. <b><i>Financial Proposal (to be uploaded as a separate file from the Technical Proposal)</i></b> (8) FIN-1 (9) FIN-2
<b>12.1</b>	<b>Proposals must remain valid for</b> 180 calendar days after the proposal submission deadline.
<b>13.1, 14.8</b>	<b>Clarifications may be requested no later than 10 (ten) days prior to the submission deadline.</b> <u>The contact information for requesting clarifications is:</u>  MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1 <sup>st</sup> Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114; E-Mail: <a href="mailto:mtipboffice@gmail.com">mtipboffice@gmail.com</a>

	Website: <a href="https://msmeonline.tn.gov.in/">https://msmeonline.tn.gov.in/</a>
<b>C. Submission, Opening and Evaluation</b>	
<b>14</b>	<b>The Bidder must submit:</b> (a) <b>Technical Proposal:</b> one; (b) <b>Financial Proposal:</b> one.
<b>16.4</b>	<b>The Proposals must be submitted no later than:</b> <b>Date and Time:</b> As specified on Pages i – iii. <b>The Proposal submission address is:</b> Online, on the e-bid portal.
<b>19.1</b>	<b>The opening shall take place at:</b> Online, on the e-bid portal. <b>Date:</b> As specified on Pages i-iii.
<b>21.1</b>	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:
	<b><u>Pre-Qualification Criteria:</u></b> As per Pages i-iii.
	The bids submitted by the bidders who clear the pre-qualification round only will be evaluated as per the criteria provided below.

**Evaluation Criteria (100 Points)****A. Firm Scoring Criteria (5 points)**

Sl.	Criteria	Scoring Pattern
1	Events' platform development experience (1 point)	With regard to the smart expo and events platform for facilitating buyer-seller meets, the platform will obtain a score of 1 point only if it has been designed by an in-house team with the ability to customise solutions; else 0 points.
2	Aggregation platform development experience (1 points)	With regard to the aggregation platform, the bidder will obtain a score of 1 point only if it is integrated with an ERP solution, it can carry out inventory management, accounting and payment for the MSMEs; and can be integrated with a bank or financial institution; else 0 points.
3	Other criteria (3 points)	<ul style="list-style-type: none"> <li>• If the Lead bidder has a registered office in Tamil Nadu (1 point).</li> <li>• If the Lead bidder is registered with Startup India/ Startup TN as a start-up (1 point).</li> <li>• If the Lead bidder is an MSME, i.e. has an annual turnover of less than 250 Crore (1 point).</li> </ul>

**B. Profile of the Team – Individual CVs (30 points)**

Sl.	Expert	Profile
1	<b>Project Leader</b> (10 points)	<ul style="list-style-type: none"> <li>At least 20 years of experience in Government consulting including engagements with Industries, MSME and related departments.</li> <li>Should be based out of Chennai on a full-time basis.</li> <li>Should have led strategic reform assignments for Government/ PSUs of a duration of at least 1 year which involved design and implementation support in the project. <ul style="list-style-type: none"> <li>1 point per assignment, maximum 4 points</li> <li>1 point for each international assignment: 2 points</li> </ul> </li> <li>Should have led organisational design, process re-engineering, and HR policy design studies in central and state government organisations. <ul style="list-style-type: none"> <li>0.5 points per assignment, maximum 2 points.</li> </ul> </li> <li>Should have formal specialisation in process re-engineering / industrial engineering or equivalent: 2 points.</li> <li>Entrepreneurial experience, of at least three years will be preferred.</li> <li>Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.</li> </ul>
2	<b>Project Manager:</b> Tamil Nadu MSMEs Industries Promotion Expert (7.5 points)	<ul style="list-style-type: none"> <li>At least 12 years of experience, of which five years in Tamil Nadu in leading engagements with the Government and the MSME sector.</li> <li>Should be based out of Chennai on a full-time basis and should be able to reasonably communicate in Tamil.</li> <li>Should have experience in leading assignments with Tamil Nadu Government entities involved in promoting industry/ MSMEs. <ul style="list-style-type: none"> <li>1 point per assignment, maximum 3 points</li> </ul> </li> <li>Should have led the preparation of sector transformation reports for MSME sectors in Tamil Nadu: <ul style="list-style-type: none"> <li>2.25 points per assignment, maximum 4.5 points</li> </ul> </li> <li>Entrepreneurial experience, of at least three years will be preferred.</li> <li>Experts from an MSME background (i.e. of family business, where the family business has been in existence for at least 30 years) will be preferred.</li> <li>Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.</li> </ul>
3	<b>Institutional Strengthening Expert</b> (7.5 points)	<ul style="list-style-type: none"> <li>At least 10 years of experience in public sector consulting.</li> <li>Should be based out of Chennai on a full-time basis and should be able to reasonably communicate in Tamil.</li> </ul>

Sl.	Expert	Profile
		<ul style="list-style-type: none"> <li>Should have cross sectoral consulting experience – utilities, development, industries and infrastructure, MSMEs: <ul style="list-style-type: none"> <li>1 point per assignment, maximum 3 points.</li> </ul> </li> <li>Should have led/ managed projects on restructuring/ institutional strengthening for state governments and/ or their entities: <ul style="list-style-type: none"> <li>1 point per project, maximum 3 points.</li> </ul> </li> <li>Experience in drafting HR rules/ policies for a state level trade promotion body will be preferred [1.5 points].</li> <li>Entrepreneurial experience of at least 2 years will be preferred.</li> <li>Experts from an MSME background (i.e. of family business, where the family business has been in existence for at least 30 years) will be preferred.</li> <li>Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.</li> </ul>
4	<b>MSME Facilitation Expert</b> (5 points)	<ul style="list-style-type: none"> <li>Should have experience in conducting buyer-seller meets across various sectors in which at least 50 participants participated in each [0.5 points per meet; maximum 2 points].</li> <li>Should have been involved in supporting the linkages between buyers and sellers in at least one sector – the role of the expert should have been in identifying the buyer and seller requirements; supporting the sellers build capacity so as to be able to supply; and in aiding the suppliers win orders. [2 points].</li> <li>Should have experience in supporting MSMEs be on-boarded onto online e-Commerce portals [1 point].</li> <li>Should be based out of Chennai on a full-time basis and should be able to reasonably communicate in Tamil.</li> <li>Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.</li> </ul>
5	<b>Policy/ Research/ Knowledge support and documentation expert</b> (1 point)	<ul style="list-style-type: none"> <li>Masters' degree with at least 3 years' experience in writing policy documents/ knowledge reports/ reports for Committees or governments.</li> <li>Should have written at least 5 complete consulting reports for Government engagements – including situation analysis, recommendations, and benchmarking studies.</li> <li>Should have exceptional English language skills.</li> <li>Should be based out of Chennai on a full-time basis.</li> </ul>

Sl.	Expert	Profile
6	<b>Institutional re-organisation expert</b> (1 point)	<ul style="list-style-type: none"> <li>At least 3 years' relevant experience and should have carried out at least 5 process re-engineering/ organisational re-structuring studies – at least three of which should be with the MSME/ Industry departments.</li> <li>Each study should have involved the recommendations on processes, structure, and manpower.</li> </ul>
7	<b>Investment Promotion and Facilitation expert</b> (1 point)	<ul style="list-style-type: none"> <li>At least 3 years' experience in interacting with businesses/ associations and supporting their requirements in landing businesses in a state.</li> <li>Interfacing with the state government/ acting as a liaison to represent the best interests of both the state and the businesses.</li> <li>Experience in demonstrating the state as an investment destination and making pitches for the same to the investors.</li> </ul>
8	<b>Ease of Doing Business and Investment Facilitation expert</b> (1 point)	<ul style="list-style-type: none"> <li>Should have at least 5 years' experience in the understanding of Acts, Rules, the relevant clauses that create compliance burden for businesses.</li> <li>Experience in liaisoning with line departments to see to it that the necessary Acts are repealed/ amended and the on-ground ease of doing business improves.</li> <li>Should be based out of Chennai on a full-time basis.</li> </ul>
9	<b>Facilitation for Finance and IT expert</b> (1 point)	<p>Should have hands-on experience in the following areas:</p> <ul style="list-style-type: none"> <li>Experience in conceptualisation, design, implementation, and post implementation follow up of the financing platforms (or organisations) for MSMEs of a non-start up and non-fintech nature.</li> <li>Should have designed application forms, interfaced with IT vendor, make APIs available for the applicant, handled post application, and disbursal journeys; assisted in design of MIS platform –e.g. in the context of a Credit Guarantee Programme/ TREDS programme.</li> <li>Preference will be given to candidates with a Chartered Accountant certification.</li> <li>Should be based out of Chennai on a full-time basis.</li> </ul>
<b>Additional staffing requirements that the bidder may need to deploy on a need basis:</b> <ul style="list-style-type: none"> <li>A 'senior' expert would need a minimum of 10 years' experience.</li> <li>A 'manager' would need a minimum of 5 years' experience.</li> </ul>		



Sl.	Expert	Profile
		<ul style="list-style-type: none"> <li>A 'junior' would need at least 2 years' experience.</li> <li>The individual should have a professional four-year degree or a Masters' degree in (Public Policy/ Economics/ Management/ Arts/ Commerce/ Computer applications/ Engineering/ equivalent) and/ or passed intermediate level exams (CA/ CFA/ ICWA/ equivalent).</li> <li>The Authority may relax the above requirements normally based on the merits of the case, on a case-to-case basis in case it is seen that a professional does not exactly meet the above requirements but is seen to be able to deliver value to the engagement based on their prior experience.</li> </ul>

**The bidders who secure at least 25 (i.e. greater than 25) out of 35 points (on Firm credentials and CVs) only will be called for the presentation. Any deviation from this norm shall be made by the Tender Accepting Authority on the recommendation of the Tender Evaluation Committee based on the nature and number of bids received**

### **C. Presentation (65 points)**

Sl.	Criteria	Scoring Pattern
1	Demonstration of Aggregation Platform of the bidder <b>(15 points)</b>	<p>The bidder shall carry out a 30-minute demonstration of the platform. The scoring will be as follows:</p> <p><b>1. Walkthrough of the platform:</b></p> <ol style="list-style-type: none"> <li>Features of the platform (2 points) – example, ability to make part payment; hand-shake between buyer and seller; exception handling.</li> <li>Visual quality of platform and Ease of navigation (1 point) – example, intuitive movement from one page to the next; professional look of the platform; work-flow like setup.</li> <li>Plan to link to ERP system (2 points) – example, seamless linkage with ERP solution, method of integration.</li> <li>Integration of third-party service providers (1 point) example, smooth transition through APIs onto portal/ specific pages of third-party service providers including payment gateways.</li> <li>Method of linkage to Banking solution (1 point) – example, linkage with payment gateway; two-way reconciliation processes.</li> <li>Method of linkage to Logistics partner (1 Point) – example, linkage to a transport partner, generation of a Goods Receipt Note, GDN, handling discrepancies.</li> <li>Process of MSME registration on platform (1 point) - example, user details get auto saved once user enters details and moves to next page; limited data entry.</li> <li>Ease of customisation (1 point) – example, change of product and relevant parameters for weighing; ability to configure in open and closed eco-systems; whether coding is required for the same.</li> </ol>

Sl.	Criteria	Scoring Pattern
		<ul style="list-style-type: none"> <li>i. Whether it can be used across products (1 point) – example, oil v/s coconuts v/s hay.</li> <li>j. Configurability of quality parameters (2 points) – example, Specific gravity for liquids, or colour and texture for solids.</li> <li>k. Multi-language support (1 point) – example, ability to modify languages seamlessly.</li> <li>l. Generation of MIS reports– by enterprise, by cluster (1 point) – example, being able to view aggregated sales/ purchase at end of a day.</li> </ul>
2	Demonstration of the Virtual Pavilion of the bidder <b>(10 points)</b>	<ul style="list-style-type: none"> <li>• The bidder shall carry out a 30-minute demonstration of the platform. The scoring will be as follows: <ul style="list-style-type: none"> <li><b>1. No. of events organised on the platform each with at least 1,000 participants:</b> [0.4 points per event; maximum 2 points].</li> <li><b>2. Walkthrough of the platform:</b> <ul style="list-style-type: none"> <li>a. Quality of 'search' functionality of platform (1 point) – example, speed of generation of FAQs/ relevant useful links</li> <li>b. Ease of navigation and 'Phy-gital' aspects (1 point) - example, ease of browsing through various stalls</li> <li>c. Features of the platform (1 point) - example, ease of shifting between sectors and specific brands.</li> <li>d. Process of MSME registration on the platform (1 point) - example, user details get auto saved once user enters details and moves to next page.</li> <li>e. Whether developed in-house (2 points).</li> <li>f. Ability to create clusters (1 Point) – example, ease of creating stalls for specific sectors.</li> <li>g. Ability to post queries and seek responses (1 point)</li> </ul> </li> </ul> </li> </ul>
3	Work done in sector transformation <b>(10 points)</b>	<p>Consultant to explain one project carried out in one sector transformation project:</p> <ul style="list-style-type: none"> <li>1. Sector in which work was carried out: (a) Traditional sector – 2 points; (b) Thrust sector/ priority sector of TN – 1 point; (c) Others – 0 points. If a project is part of both, Traditional and Thrust/ Priority sector, the project will get 3 points.</li> <li>2. Project involved the writing of proposals to seek funds for the sector transformation: 1 point.</li> <li>3. Project involved the identification of markets for the sector: (a) Domestic markets – 1 point; (b) international market – 1 point.</li> <li>4. Project involved the modernisation of machinery in the sector and the installation of such upgraded machinery in MSMEs – 1 point.</li> </ul>

Sl.	Criteria	Scoring Pattern
		<p>5. Project involved the linkage of the MSMEs with financing institutions – 1 point.</p> <p>6. Project involved the design and implementation of an MIS to show progress viz-a-viz base line – 1 point.</p> <p>7. Project was funded by state government: 1 point.</p>
4	Work done with MSME departments in states <b>(10 points)</b>	<ul style="list-style-type: none"> <li>Consultant to explain one project carried out with the state MSME department in detail. Scoring will be as follows: <ol style="list-style-type: none"> <li>Project involved the development of MSME strategy for the state: 1 point.</li> <li>Project involved the development of at least one policy note for the MSME department: 1 point.</li> <li>Project involved design and implementation of organisation structure, job roles and manpower numbers of a state MSME promotion body/ DICs: 1 point.</li> <li>Project involved the implementation of systems, processes, and templates for single window monitoring or clearances for MSMEs: 1 point.</li> <li>Consultant supported the State/ District SWP meetings for MSMEs for at least 1 month: 1 point.</li> <li>Project involved the close interactions with Associations/ federations and the representation of the Association's cause with the state government: 1 point.</li> <li>Project involved the study of and recommendations on Co-operatives involved in MSME related sectors: 1 point.</li> <li>Project was funded by state government: 1 point.</li> <li>Project was carried out in Tamil Nadu: 2 points.</li> </ol> </li> </ul>
5	Design of IT systems for MSMEs <b>(10 points)</b>	<ul style="list-style-type: none"> <li>Consultant to explain one project carried out with the state MSME department in detail. Scoring will be accorded if the bidder is able to demonstrate proof of the direct involvement of the <b>proposed team members</b> in the following areas: <ol style="list-style-type: none"> <li>The conceptualisation and assistance for design of a database of businesses in the state (1 point).</li> <li>The conceptualisation and assistance for design of process for MSEFC/ Samadhaan improvement (1 point).</li> <li>The conceptualisation and assistance for design of re-engineered processes for MSME schemes (0.5 points per scheme; maximum of 5 points).</li> <li>The conceptualisation and assistance for design of financial lending programmes for MSMEs (1 point).</li> </ol> </li> </ul>

Sl.	Criteria	Scoring Pattern
		<p>5. The conceptualisation and assistance for design of bill discounting platforms (1 point).</p> <p>6. Project was funded by state government (1 point).</p>
6	Capacity building in Government department <b>(10 Points)</b>	<ul style="list-style-type: none"> <li>The consultant should have built capacity in at least 5 Government employees over a sustained period of at least 6 months through training sessions, hand-holding sessions etc.</li> <li>The consultant shall submit a testimonial (video) from at least 5 such employees stating the nature of training received, the duration and the role played by the consultant in providing the training. [1 point per testimonial based on the quality of capacity building; 5 points].</li> <li>Whether monitoring systems were put in place to monitor the performance of the trained employees: If yes, 2.5 points; else 0 points.</li> <li>If the 5 testimonials mentioned the names of the Consultants involved in the training, and the Consultants are also proposed on this project [2.5 points].</li> </ul>

**The bidders who secure more than 80 out of 100 only will normally be considered as qualified and only their financial bids will be opened. Any deviation from this norm shall be made by the Tender Accepting Authority on the recommendation of the Tender Evaluation Committee based on the nature and number of bids received.**

	D. Negotiations and Award
<b>23.1</b>	<p><b>Date:</b> To be informed by the Client.</p> <p><b>Address:</b> MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1<sup>st</sup> Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114; E-Mail: <a href="mailto:mtipboffice@gmail.com">mtipboffice@gmail.com</a> Website: <a href="https://msmeonline.tn.gov.in/">https://msmeonline.tn.gov.in/</a></p>

**Section 3. Technical Proposal – Standard Forms**

<b>FORM</b>	<b>DESCRIPTION</b>
TECH-1	Technical proposal submission form.
TECH-1 Attachment	If the Proposal is submitted by a joint venture (not more than 3), attach a letter of intent or a copy of an existing agreement.
Power of Attorney	A power of attorney for the authorized representative of each JV member (not more than 3), and a power of attorney for the representative of the lead member to represent all three JV members.
TECH-2	Consultant's Organization and Experience – Pre – Qualification and Firm's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-4	Team Composition
TECH-5	Curriculum Vitae (CV)

**FORM TECH-1**  
**PROPOSAL SUBMISSION FORM**

[Location, Date]

To,

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

Dear Sir/ Madam,

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

We are hereby submitting our Proposal, which includes the Technical Proposal sealed under a separate envelope 1.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Instruction to bidders. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM TECH-2**  
**BIDDER'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment.

**A - Bidder's Organization**

1. Provide here a brief description of the background and organization of your company.

**B - Bidder's pre-qualification details**

Sl.	Question	Response by Bidder	Proof Attached	Proof Pg. No.	Self Assessed Score
1	Bidder should be registered in India under the Companies Act/ LLP Act/ Societies Act and should have been in existence for at least 3 years on the date of publication of tender.				
2	Bidder (either as the Lead Bidder or as a Consortium Partner) should have carried out/ should be carrying out at least one MSME sector transformation study worth at least Rs. 1 Crore in the past 3 years with the MSME department (GoI) or with the MSME department in any of the states in India (FY 20-21, FY 21-22, FY 22-23).				
3	Bidder should have a minimum aggregate audited turnover of at least Rs. 1 Crore in the past three years (FY 18-19, FY 19-20, FY 20-21).				
4	The Bidder should not have been blacklisted				

Sl.	Question	Response by Bidder	Proof Attached	Proof Pg. No.	Self Assessed Score
	by Central/ State Government/ Departments/ PSUs in India as on bid submission date.				
5	EMD should be paid online for Rs. 5,00,000 on the e-procurement portal specified. <i>[Bidders with Udyam Certificate shall be exempt from this requirement].</i>				

### C - Bidder's Firm Qualification details

Sl.	Question	Response by Bidder	Proof Attached	Proof Pg. No.	Self-Assessed Score
1	With regard to the smart expo and events platform for facilitating buyer-seller meets, the platform will obtain a score of 1 point only if it has been designed by an in-house team with the ability to customise solutions. (1 point)				
2	With regard to the aggregation platform, the bidder will obtain a score of 1 point only if it is integrated with an ERP solution, it can carry out inventory management, accounting and payment for the MSMEs; and can be integrated with a bank or financial institution. (1 point)				
3	If the Lead bidder has a registered office in Tamil Nadu (1 point).				



Sl.	Question	Response by Bidder	Proof Attached	Proof Pg. No.	Self-Assessed Score
4	If the Lead bidder is registered with Startup India/ Startup TN as a start-up (1 point).				
5	If the Lead bidder is an MSME, i.e. has an annual turnover of less than 250 Crore (1 point).				
6	<b>TOTAL (5 Points)</b>				

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

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

**FORM TECH-4**  
**TEAM COMPOSITION**

Sl.	Expert	Sub Sl. No.	Profile	Reference to project in CV	Self Assessed Score
1	<b>Project Leader</b> (10 points)	1.1	At least 20 years of experience in Government consulting including engagements with Industries, MSME and related departments.		
		1.2	Should be based out of Chennai on a full-time basis.		
		1.3	Should have led strategic reform assignments for Government/ PSUs of a duration of at least 1 year which involved design and implementation support in the project.		
			o 1 point per assignment, maximum 4 points		
			o 1 point for each international assignment: 2 points		
		1.4	Should have led organisational design, process re-engineering, and HR policy design studies in central and state government organisations.		
			o 0.5 points per assignment, maximum 2 points		
		1.5	Should have formal specialization in process re-engineering / industrial engineering or equivalent [2 point].		
		1.6	Entrepreneurial experience, of at least three years will be preferred.		
		1.7	Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.		
2	<b>Project Manager:</b> Tamil Nadu MSMEs Industries Promotion Expert (7.5 points)	2.1	At least 12 years of experience, of which five years in Tamil Nadu in leading engagements with the Government and the MSME sector.		
		2.2	Should be based out of Chennai on a full-time basis and should be able to comfortably communicate in Tamil.		
		2.3	Should have experience in leading assignments with Tamil Nadu Government entities involved in promoting industry/ MSMEs.		
			o 1 point per assignment, maximum 3 points		
		2.4	Should have been involved in preparation of sector transformation reports for MSME sectors in Tamil Nadu:		
			o 2.25 points per assignment, maximum 4.5 points		
		2.5	Entrepreneurial experience, of at least three years will be preferred.		
		2.6	Experts from an MSME background (i.e. of family business, where the family		

Sl.	Expert	Sub Sl. No.	Profile	Reference to project in CV	Self Assessed Score
			business has been in existence for at least 30 years) will be preferred.		
		2.7	Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.		
3	<b>Institutional Strengthening Expert</b> (7.5 points)	3.1	At least 10 years of experience in public sector consulting.		
		3.2	Should be based out of Chennai on a full-time basis and should be able to comfortably communicate in Tamil.		
		3.3	Cross sectoral experience – utilities, development, industries and infrastructure, MSMEs:		
			o 1 point per assignment, maximum 3 points.		
		3.4	Should have led/ managed projects on restructuring/ institutional strengthening for state governments and/ or their entities:		
			o 1 point per project, maximum 3 points		
		3.5	Experience in drafting HR rules/ policies for a state level trade promotion body will be preferred.		
			o 1.5 points for 1 project.		
		3.6	Entrepreneurial experience of at least 2 years will be preferred.		
4	<b>MSME Facilitation Expert</b> (5 points)	3.7	Experts from an MSME background (i.e. of family business, where the family business has been in existence for at least 30 years) will be preferred.		
		3.8	Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.		
		4.1	Should have experience in conducting buyer-seller meets across various sectors in which at least 50 participants participated in each [0.5 points per meet; 2 points].		
		4.2	Should have been involved in supporting the linkages between buyers and sellers in at least one sector – the role of the expert should have been in identifying the buyer and seller requirements; supporting the sellers build capacity so as to be able to supply; and in aiding the suppliers win orders. [2 points].		
		4.3	Should have experience in supporting MSMEs be on-boarded onto online e-Commerce portals [1 point].		
		4.4	Should be based out of Chennai on a full-time basis and should be able to comfortably communicate in Tamil.		
		4.5	Should be a full-time employee of the firm and should be on the rolls of the firm on the date of issue of this RfP.		

Sl.	Expert	Sub Sl. No.	Profile	Reference to project in CV	Self Assessed Score
5	<b>Policy/ Research/ Knowledge support (1 point)</b>	5.1	Masters' degree with at least 3 years' experience in writing policy documents/ knowledge reports/ reports for Committees or governments.		
		5.2	Should have written at least 5 complete consulting reports for Government engagements – including situation analysis, recommendations, and benchmarking studies.		
		5.3	Should have exceptional English language skills.		
		5.4	Should be based out of Chennai on a full-time basis.		
6	<b>Institutional re-organisation expert (1 point)</b>	6.1	At least 3 years' relevant experience and should have carried out at least 5 process re-engineering, organisational re-structuring studies – at least one of which should be with the MSME department.		
		6.2	Each study should have involved the recommendations on processes, structure, manpower.		
7	<b>Investment Promotion and Facilitation expert (1 point)</b>	7.1	At least 3 years' experience in interacting with businesses/ associations and supporting their requirements in landing businesses in a state.		
		7.2	Interfacing with the state government/ acting as a liaison to represent the best interests of the state and the businesses.		
		7.3	Experience in demonstrating the state as an investment destination and making pitches for the same to the investors.		
8	<b>Ease of Doing Business and Investment Facilitation expert (1 point)</b>	8.1	Should have at least 5 years' experience in the understanding of Acts, Rules, the relevant clauses that create compliance burden for businesses.		
		8.2	Experience in liaising with line departments to see to it that the necessary Acts are repealed/ amended and the on-ground ease of doing business improves.		
		8.3	Should be based out of Chennai on a full-time basis.		
9	<b>Facilitation in Finance and IT expert (1 point)</b>	9.1	Experience in conceptualisation, design, implementation, and post implementation follow up of the financing platforms (or organisations) for MSMEs of a non-start up and non-fintech nature.		
		9.2	Should have designed application forms, interfaced with IT vendor, make APIs available for the applicant, handled post application, and disbursement journeys; assisted in design of MIS platform – e.g.		

Sl.	Expert	Sub Sl. No.	Profile	Reference to project in CV	Self Assessed Score
			in the context of a Credit Guarantee Programme/ TREDIS programme etc.		
		9.3	Preference will be given to candidates with a Chartered Accountant certification.		
		9.4	Should be based out of Chennai on a full-time basis.		

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

**FORM TECH-5  
CURRICULUM VITAE (CV)**

<b>Proposed Position</b>				
<b>Name of Firm</b>				
<b>Name of Expert</b>				
<b>Date of Birth</b>		<b>Citizenship</b>		
<b>Education</b>	<b>Institute, Location</b>	<b>Year of Passing</b>	<b>Degree / Diploma</b>	
<b>Membership in Professional Associations</b>				
<b>Other Training</b>				
<b>Countries of Work Experience</b>				
<b>Languages</b>	<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
<b>Brief Profile</b>				
<b>Employment Record</b>				
	From:	To:		
	Employer:			
	Position Held:			
<b>Detailed Tasks Assigned</b>	<b>Work undertaken that best illustrates capability to handle the tasks assigned</b>			
	<b>Name of assignment:</b> <b>Year:</b> <b>Location:</b> <b>Client:</b> <b>Main project features:</b> <b>Positions held:</b> <b>Activities performed:</b>			
<b>CERTIFICATION</b>				
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Signature of expert or authorized representative of the firm:		<b>Date:</b> Day/ Month/ Year		





#### **Section 4. Financial Proposal - Standard Forms**

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

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To,

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

Dear Sir/ Madam,

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

We are hereby submitting our Proposal, which includes the Financial Proposal sealed under a separate envelope 2.

Our attached Financial Proposal is for the amount of Rs. {Insert amount(s) in words and figures}, *excluding all indirect local taxes*. The estimated amount of local indirect taxes is Rs. {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our total financial cost for this project, including all taxes is Rs. {Insert amount(s) in words and figures}. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM FIN-2A**  
**SUMMARY OF COSTS**

This page is for rate identification and for inter-bidder comparison only. The actual deployment will largely be in the range of 15 – 20 resources, and will be as per client requirements.

**Part A: Consulting Resources**

Sl.	Name of Position	Level <sup>1</sup>	No. of Resources to be quoted for	Man-Month Rate in Year 1 (Rs)	Man-Month Rate in Year 2 (Rs)	Man-Month Rate in Year 3 (Rs)	Man-Month Rate in Year 4 (Rs)	Man-Month Rate in Year 5 (Rs)	Total (Rs.) excl GST
1	<b>Project Leader</b>	<b>Expert</b>	1						
2	<b>Project Manager</b>	<b>Expert</b>	1						
3	<b>Institutional Str. Expert</b>	<b>Expert</b>	1						
4	<b>MSME Facilitn. Expert</b>	<b>Expert</b>	1						
5	Policy/ Research/ Knowledge support and documentation	Senior	1						
6		Manager	1						
7		<b>Junior</b>	1						
8	Institutional re-organisation support	Manager	1						
9		<b>Junior</b>	1						
10	Investment promotion and facilitation	Senior	1						
11		Manager	1						
12		<b>Junior</b>	1						
13	Ease of doing business	Senior	1						
14		<b>Manager</b>	1						
15		Junior	1						
16	Facilitation in Finance and IT	<b>Junior</b>	1						
17	<b>SUB TOTAL</b>	-	16						<b>A:</b>

<sup>1</sup> The levels in BOLD are the levels for which the CVs are sought. For the remaining positions, the Bidder will be expected to source appropriate CVs and deploy them as per the deployment plan pre-agreed with the Authority.

**Part B: Aggregation Platform Resources**

Sl.	Name of Position	Per month Rate in Year 1 (Rs)	Per month Rate in Year 2 (Rs)	Per month Rate in Year 3 (Rs)	Per month Rate in Year 4 (Rs)	Per month Rate in Year 5 (Rs)	Total (Rs.) excl. GST
1	Aggregation Platform Operations Cost/ Month (Rental)						
2	Customisation Rate						
3	<b>TOTAL</b>						<b>B:</b>

**Part C: Exhibition Platform Resources**

Sl.	Name of Position	Per month Rate in Year 1 (Rs)	Per month Rate in Year 2 (Rs)	Per month Rate in Year 3 (Rs)	Per month Rate in Year 4 (Rs)	Per month Rate in Year 5 (Rs)	Total (Rs.) excl. GST
1	Exhibition Platform Operations Cost/ Month (Rental)						
2	Customisation Rate						
3	<b>TOTAL</b>						<b>C:</b>

**Part D: Total**

Sl.	Name of Position	Total (Rs.)
1	Value as entered at <b>A</b>	
2	Value as entered at <b>B</b>	
3	Value as entered at <b>C</b>	
4	<b>TOTAL</b>	<b>D:</b>
5	<b>GST (Rs.) = 0.18 X [4]</b>	<b>E:</b>
6	<b>Grand Total (Rs.) = [4] + [5]</b>	<b>F:</b>

**Note:**

1. Comparison across bidders will be made on the basis of the value quoted at '**D**'.
2. Payments will be made on a monthly basis as per the staffing requirements indicated by the Authority and after due verification.

3. The Authorities may require the PMU to reduce or augment the team further with additional profiles at equivalent levels based on requirements or for specific modules of work as may be required at the costs specified for the particular year of deployment. These changes will be pre-approved by the Authority.
4. Aggregation platform and exhibition platform may or may not be used by the Authority; and may also be developed in-house by the Authority if required.
5. All travel, boarding, stationery and incidental expenses will be billed separately in line with the TA/ DA and other policies of M-TIPB and reimbursed on actuals to the bidders.

**FORM FIN-2B**  
**TENTATIVE COST TO AUTHORITY**

This table is not to be used for price comparison across bidders. However, this form has to be submitted by the bidder to give the Authority an estimate of the overall cost of the bid.

**Part A: Consulting Resources**

Sl.	Name of Position	Level	No. of Resources	Tentative deployment required (Man-Days/ Yr.)	Fill these rates based on the man-month rates quoted in Fin 2A [Each figure will be quoted as Man-Month rate X 12 months]						Increment on 5 <sup>th</sup> year man-month rate in case of deployment of specific resources from 30.04.2027 to 30.04.2032 <sup>2</sup>
					Annual Rate in Year 1 (Rs)	Annual Rate in Year 2 (Rs)	Annual Rate in Year 3 (Rs)	Annual Rate in Year 4 (Rs)	Annual Rate in Year 5 (Rs)	Total (Rs.) excl GST	
1	Project Leader	Expert	1	132							
2	Project Manager	Expert	1	264							
3	Institutional Str. Expert	Expert	1	264							
4	MSME Facilitn. Expert	Expert	1	264							
5	Policy/ Research/ Knowledge support	Senior	1	60							
6		Manager	1	132							
7		Junior	1	264							
8	Institutional re-organisation support/ Capacity	Manager	1	132							
9		Junior	1	264							

<sup>2</sup> Of the 16 posts shown, the Bidders can choose three increment slabs such that the average increment across all positions is not greater than 7%.

Sl.	Name of Position	Level	No. of Resources	Tentative deployment required (Man-Days/ Yr.)	Fill these rates based on the man-month rates quoted in Fin 2A [Each figure will be quoted as Man-Month rate X 12 months]						Increment on 5 <sup>th</sup> year man-month rate in case of deployment of specific resources from 30.04.2027 to 30.04.2032 <sup>2</sup>
					Annual Rate in Year 1 (Rs)	Annual Rate in Year 2 (Rs)	Annual Rate in Year 3 (Rs)	Annual Rate in Year 4 (Rs)	Annual Rate in Year 5 (Rs)	Total (Rs.) excl GST	
	Building support										
10	Export/ import facilitation support	Senior	1	60							
11		Manager	1	132							
12		Junior	1	264							
13	Ease of doing business/ Investment promotion and facilitation support	Senior	1	60							
14		Manager	1	132							
15		Junior	1	264							
16	Documentation support & facilitation in Finance and IT	Junior	1	264							
17	<b>SUB TOTAL</b>	-	16	-						<b>G:</b>	





**FORM FIN – 3**  
**Calculation of Financial Proposal scores (SF)**

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

For the purpose of the calculation below, all financial quotes at D as shown in Table named 'Part D: Total' on Pg. No. 52 will be rounded off to one decimal place in INR lakhs. The scores will be prorated to one decimal place.

<b>Project cost quoted in INR Lakhs (exclusive of taxes)</b>	<b>Score (out of 100)</b>
<=170	100
171 – 190	99-90
191 – 220	89-80
221 – 240	79-70
241 – 260	69-60
261 – 280	59-50
281 – 300	49-40
301 – 320	39-30
321 – 340	29-20
341 – 360	19-10
> 360	9

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

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

## **Section 5. Terms of Reference**

### **Selection of Consultant to Support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu**

The Small Industries Department was carved out of the Industries department in 1993. Consequent to the enactment of the Micro Small & Medium Enterprises Development Act (2006), it was renamed as Micro Small and Medium Enterprises Department (MSME department). It deals with policy matters relating to the MSME sector and formulates schemes for the development of the sector. It executes its mandate through an ecosystem of institutions such as:

- The Commissionerate of Industries & Commerce.
- The Entrepreneur Development and Innovative Institute (EDII).
- Two State Public Sector undertakings viz., Tamil Nadu Small Industries Corporation Limited (TANSI) and Tamil Nadu Small Industries Development Corporation (TANSIDCO).
- The Tamil Nadu Startup and Innovation Mission (TANSIM), under the larger ambit of the EDII and Tamil Nadu Startup and Innovation Council (TANSIL).
- The Tamil Nadu MSME Trade and Investment Promotion Bureau (M – TIPB), autonomous body for promotion and internationalisation of MSMEs of the state.

The Firm/ Firms proposed to be appointed through this procurement process will work across all entities within the MSME ecosystem (as listed above) and any new entity that is likely to be created in the MSME department and all the partners.

As specified on pages (i) and (ii) of this RfP, the Consultant proposed to be appointed shall work on the conceptualization and design of interventions in the context of the following:

- The recommendations of the MSME Expert Committee.
- The proposed State Strategic Investment Plan (SIP) to be prepared under the aegis of the RAMP.
- The efforts already initiated by the state government in the areas of MSME financing and financing support – i.e. TN Credit Guarantee Scheme, MSME Samadhaan system, Credit Rating Framework and TReDS onboarding of PSUs and MSMEs.

The indicative scope of work is as detailed below:

#### **Institutional/ Organisational Strengthening**

1. Carry out a diagnostic study of entities in the MSME ecosystem (as per need), which will cover a study of the existing mandate, structure, workforce and recruitment and promotion rules.
2. Propose a possible mandate for these entities such that it is aligned to the overall requirements of the GoTN. Propose a lean and dynamic organisation structure that will help them execute the articulated mandate over the next 3-5 years. Recommend workforce numbers as required.

3. Focus on the revamping of the functioning of the District Industries Centres (DIC)– which are to have a mix of regular and external staff. Conceptualise the DICs as Business Support Centres with front desks, May I Help You counters, and support services. The PMU shall conceptualise, design, and implement the proposed transformation of the DICs.
4. Propose recruitment and promotion rules in line with the business requirements of the entities. Ensure that Board/ Government approval for the revised rules is obtained.
5. Arrive at performance metrics based on discussions with HoDs and officers at these entities. Implement the Performance Management System across the DICs.
6. Put in place a cadence of reviews – with templates; handhold HoDs/ employees in preparing for the reviews and drive results and outcomes through follow up.
7. The PMU will function as the executive secretariat to the MD – MTIPB and will carry out all steps necessary to make the cadence of reviews work and also create capacity within the MTIPB staff to be able to undertake the work on a routine basis.
8. Put in place a system to identify the best performing DICs. The system should be designed, an MIS put in place, and data collected to objectively arrive at the performance of the DICs.

#### **Creation of an MSME specific Marketing Virtual Platform for MSMEs**

9. Activate the tech-platform such that MSMEs are brought on the platform, and each MSME is provided an online digital identity – where the MSME can create its online brochures, upload videos, chat with customers etc. The platform is to serve as an aggregation platform for MSMEs to discover and service large orders through aggregation.
10. Identify opportunities – global buyers, domestic buyers, that are procuring from entities outside TN and present these opportunities on an online platform for MSMEs to connect with. Organise international and domestic buyer-seller meets on an on-going basis with the net impact that more MSMEs from Tamil Nadu are able to market and sell products.
11. Identify national and international forums for MSMEs of Tamil Nadu to participate in. Suggest business forums and meets to be conducted in Tamil Nadu and also to be participated in by the state. The consultant shall also provide support in laying out criteria for shortlisting the applications received, eligibility, selection process for attendees and participants of the various summits.
12. Support MTIPB in creating and running a campaign to onboard MSMEs on the Government e-Marketplace, and other e-commerce portals (including on the Open Network for Digital Commerce (ONDC)) after studying the current gaps and challenges. Implement the campaign in coordination with relevant stakeholders to onboard MSMEs. Also design and implement mechanisms to track adherence to the TN purchase preference policy.
13. Interface with Trade Commissioners of High Commissions, consulates etc. and popularise MTIPB as the one-stop shop for all MSME related discussions. Build a

working relationship with such trade bodies and provide investment facilitation support on an on-going basis. Work as an extended arm of M-TIPB and establish partnerships, sign MoUs/ agreements etc. with trade bodies, agencies, export promotion bodies/ councils, common service centers, training institutions etc. so that they can support M – TIPB in the execution of its mandate.

14. Work with DGFT, FIEO and other related bodies to promote exports from MSMEs in TN. Organise hand-holding sessions for MSMEs, by roping in experts, so that more MSMEs get exposed to, and start exporting to, international markets.
15. Support MSMEs in their import/ export related issues from an EoDB perspective.
16. Assist MTIPB in creation of a common forum for MSMEs bringing together diverse groups of stakeholders - suppliers of raw materials, service providers (business/ management/ operational), etc. allowing for MSMEs to benefit from such a centralised system.
17. Identify and facilitate tie ups with aggregator platforms and businesses that assist MSMEs with input sourcing, sale of output, etc.
18. Create a vendor ecosystem that MSMEs can leverage upon – e.g., energy efficiency consultants, tool rooms, machinery suppliers, HR consultants, IT consultants, Accounts consultants, QC experts, marketing and branding specialists, customer's experts, clearance experts etc.
19. M – TIPB will function as a hub that will receive requests from MSMEs for services and M – TIPB will connect MSMEs with players in the specific ecosystems from whom the MSMEs can draw on their services. This shall be done through an online platform.

#### **Financing & Supporting Technology Platform for MSMEs**

20. To promote MSMEs in the marketing and sales of their products as discussed in the previous section, MSMEs must be encouraged to leverage financing schemes available, leverage bill discounting and working capital solutions from banking institutions. To support MTIPB in developing and implementing schemes relevant to MSMEs and support in their roll out.
21. Assist MTIPB on the overall implementation of the various Innovative Finance Schemes for MSMEs on behalf of GoTN. The modules of the program are as follows:  
a) Tamil Nadu Credit Guarantee Scheme b) Credit Rating for MSMEs c) Using TReDS to enable state PSUs and state government department payments to MSMEs. d) Repurposing of TAICO bank to enable lending to MSMEs.
22. Engage and build relationships with relevant stakeholders to ensure smooth implementation of the schemes (Banks (State and Central and Pvt. Sector), State Government Departments, Central Government Departments, MSMEs, RBI, CGTMSE, Credit bureaus, Account Aggregators etc.).
23. Develop and support a financing technology platform for financing along the value chain for manufacturing MSME/ Nano clusters and facilitating aggregation to service large orders, while providing transparency in the transactions. The solution must integrate with the Aggregation and Marketing Virtual platform discussed earlier. As a

PMU, the consultant shall also be responsible for on-time delivery and roll out of all IT modules, as per internally agreed upon timelines. The PMU shall also be responsible for technology integration of MTIPB solutions for MSMEs with Central and Tamil Nadu state financing technology platforms.

24. PMU shall work with identified vendors to simplify the MSEFC process – including moving the process online, faster dispute resolution, legally sound order generation by the Council, and on-boarding of arbitration experts.

**Support in the Preparation and Implementation of the State Strategic Investment Plan for RAMP (World Bank central sector scheme)**

*The preparation of the above plan will have overlapping elements with the other modules of work defined in this RfP. For the purpose of comprehensiveness, the outcomes of the plan are articulated in this section.*

25. Identification of priority sectors – for both manufacturing and services - where the State can be competitive in terms of MSME growth, based on existing clusters of MSMEs and their performance.
26. Identification of key constraints to MSME growth in these sectors– regulatory constraints and costs; access to inputs (including skilled labor); technology; credit; markets and required product standards; management capacity; improved energy efficiency and reducing waste; and enhanced outcomes for women-owned MSMEs.
27. Finalise the outcome goals – with baseline numbers and program goals over a four-year period- for total number of MSMEs to be supported through RAMP to align with the overall objectives of RAMP.
28. Finalising the interventions required to address the constraints and challenges identified.
29. Defining the disbursement linked indicators for the programme – i.e. Implementing national MSME reform agenda, accelerating centre-state collaboration, enhancing effectiveness of technology upgradation schemes, strengthening receivable financing market for MSMEs, enhancing effectiveness of CGTMSE and Greening and Gender delivery, and reducing delayed payments.
30. Budgeting of investments for the above interventions and prioritising them over a four-year period – to include funding from existing MoMSME schemes, State MSME schemes and RAMP budgets.
31. Outreach plan for identification and mobilization of MSMEs including communication strategy; partnerships with Industry Associations, anchor companies and other relevant government bodies (such as, for example, State Rural and Urban Livelihoods Missions) and DIC-level outreach efforts.

**Ease of Doing Business**

32. Understand the current status of the TN-SWP, the Business Reform Action Plan, and work with Guidance Bureau to implement SWP reforms for MSMEs.

33. The PMU shall conceptualise, design, implement, monitor adherence, and refine SWP related interventions.
34. Necessary handholding support, videos, social media posts, hand-outs etc. will be designed (internally/ through a procured vendor) to build capacity of MSMEs so that they can easily use the SWP portal.
35. The PMU will undertake meetings/ workshops with all stakeholders and support them in understanding of the business reforms and in implementing them.
36. The PMU will analyse data arising from the portals and take steps to simplify the MSME requirements.
37. Set up a grievance redressal mechanism in the event of issues arising from the mechanisms put in place.
38. Coordinate, on a need basis with other stakeholders appointed to carry out business facilitation reforms for MSMEs in TN.

#### **IT Linked Initiatives of the Department**

39. Collaborate with the IT consultants and conceptualise, design, implement, and improve existing and new IT modules that are required to move to “data-backed” policy making.
40. Work with the IT vendor to develop portals, platforms, applications (web and mobile) to serve the interests of MSMEs.
41. Create content, including text posts, videos and images for use on social media, and maintain all social media handles of the department.
42. The PMU consultant will be required to work towards improving the brand and positioning of the MSME department, among MSMEs, and for this the PMU shall devise and implement social media campaigns – from concept to roll out. Necessary A/B testing, design of landing pages, customisation and tweaking of campaigns shall be carried out as needed.
43. Obtain recordings of success stories, issues, case studies; create awareness posts on announcements by the govt., etc.

#### **Policy Analysis**

44. From time to time, the PMU will be required to carry out studies, and develop a point of view, including the translation of findings into policy documentation, and policy interventions.
45. The PMU will ensure that the policies are implemented in coordination with the state government, and work with the line departments to facilitate implementation of the same.

#### **Business Facilitation**

46. The customers of the MSME department are organised along sectoral lines. Therefore, the PMU shall work with the existing staff in MTIPB, and in ICDIC, to structure MTIPB along sectoral lines – each sector led by a staff from the Government.

47. The PMU shall be responsible for training the government staff and making them fully capable of handling MSME interactions – sector identification, issue identification, grievance redressal, EoDB compliance simplification, import/ export support, support in moving the MSMEs online, financing support and so on.

### **Sectoral Transformation**

48. Based on studies, or departmental priorities, develop a point of view for transformation in a sector. For this, the consultant shall carry out field studies, primary and secondary research or other similar steps required to understand the nuances of the sector. The consultant shall, in discussion with the authority, articulate a plan to carry out transformation in the sector by self, or develop RfPs to appoint consultants to carry out transformation – as the case may be. In cases where the sector transformation is carried out by the PMU team, the team shall be responsible for the achievement of outcomes.
49. As part of sector transformation, the consultants shall carry out steps including, but not limited to, (a) Interactions and on-boarding of experts, (b) Connecting with research/ academic institutions, (c) facilitating purchase/ use of machinery, (d) providing inputs on policy changes needed, (e) co-ordinating discussions with other line departments etc. The outcome envisaged in this module of work will be 'transformation' with an emphasis on outcomes.
50. In order to drive sector specific transformation, or transformation in line with the GoTN policy/ strategy, examine the existing schemes available to MSMEs (GoI and GoTN) and identify gaps between the schemes available and the schemes required to support the proposed strategy for MSMEs in TN. Avenues for improvement of existing schemes/ creation of new schemes are also to be suggested by the consultants. Help Optimize and standardize the application processes, offering, eligibility, benefits, and other relevant parameters.
51. Identify from Import data, those products/ services that are presently being imported at a large scale into India and explore the opportunity to design schemes that could encourage local production instead of imports.

### **Secretarial Support**

52. Put in place mechanisms to enhance the budget of the MSME department - by identifying funding available at GoI, GoTN and external agency levels.
53. Function as the Secretariat to the IC&DIC; and to engage with various verticals in the IC&DIC. Track, and make available to the top management for decision making, the progress of vendors appointed in the MSME department. For this, the consultant will put in place necessary review cadence to ensure that accurate progress of the vendors is made available to the ICDIC on a weekly/ fortnightly/ monthly basis.
54. Support in organising meetings, prepare agendas, presentations for meetings, follow up communication, coordination with various stakeholders, translation of documents, etc. as needed.
55. Draft flyers, points of view, speeches, notices, letters on behalf of IC&DIC/ MSME Dept. as required.

56. Capacity building support to employees of the Government department for all of the above activities over the course of the engagement.



## **Appendix-I: EMD and Performance Bank Guarantee Format**

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

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

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

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

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

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

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

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

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

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

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

## **Appendix–IA: Details of EMD**

To,

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

Dear Sir/ Madam,

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

We have paid the EMD through NEFT mentioning purpose/ subject/ comments as 'Smart mobility and MTIPB-PMU-bidder name'.

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

Online/ bank branch (choose the method):

Bank name:

IFSC code:

Bank Account Name:

Bank Account number:

Transaction Reference No.:

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

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

(To be signed by each Firm that is a part of a consortium)

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

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

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

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

I accept,

Name:

Title:

Date:

Place:

Witness:

## **Appendix-II B: Power of Attorney Format for Authorising Lead Bidder**

Whereas the **Tamil Nadu MSME Trade and Investment Promotion Bureau (M – TIPB), (the “Authority”)**, has invited proposals for the **“Preparation of a Detailed Project Report for establishment of Common Facilities Centre in Tamil Nadu”**.

Whereas, **<insert name of Lead Consortium Member>; <insert name of consortium firm 1>; and <insert name of consortium firm 2>, (collectively the “Consortium”)** being **Members of the Consortium** are interested in jointly bidding for the **Consultancy** in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT,

We, **<name of Lead Consortium Member>**, having our registered office **at <insert firm registered address>; <name of consortium firm 1>**, having our registered office **at <insert firm registered address> and <insert name of consortium firm 2>** having our registered office at **<insert firm registered address>**, (hereinafter collectively referred to as the “Consortium”) do **hereby irrevocably agree, and constitute the Project Consortium to conduct all business for and on behalf of the project**, Support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu” during the bidding process.

We, the Consortium, now hereby irrevocably designate, nominate, constitute, and appoint, **<name of authorized representative from the lead consortium bidder firm, designation, name of lead consortium bidder firm>** having its registered office at **<registered address of lead bidder firm>**, as the **“Authorised Representative”** to attest the bid documents on behalf of the Consortium, conduct all business for and on behalf of the Consortium and any one of us during the bidding process.

And, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the General Manager, M – TIPB (the “Authority”), and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof till the Contract is entered into with the “Authority”.

And, whereas, all parties forming the Consortium, **<insert name of all consortium firms>** would be **jointly and severally responsible for the Consultancy**.

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AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 shall and shall always be deemed to have been done by us/ Consortium, jointly.

AND hereby agree that in case due to a legitimate reason, one (1) Entity in a selected two-Entity Consortium or one or two (1 or 2) Entities of a selected three-Entity Consortium, withdraws from the Contract, the remaining Entity or Entities may choose to continue to execute the project, for the remaining duration of the Contract, provided it/they has/have the wherewithal and the capacity to deliver the entire Contract. We agree that we cannot bring in another Entity or Entities to replace the withdrawing Entity or Entities in the consortium. In normal case, the scope, size and scale of the Contract and terms of reference may not be reduced on account of such an event.

AND hereby agree that the decision of the Authority with regard to the legitimacy of such reason and the capacity of the remaining Entity or Entities to carry forth the Project in the event stated above, shall be final. In case the Authority determines that the remaining Entity or Entities do not have the capacity to successfully deliver the entire Contract, the Authority shall stop its routine payment schedule and terminate the contract after a notice period of one month. The Authority's decision in this regard shall be final and not subject to any judicial scrutiny.

IN WITNESS WHEREOF WE THE CONSORTIUM ABOVE, HAVE EXECUTED THIS AGREEMENT ON THIS **<DATE><sup>th</sup> DAY OF <MONTH> 2021.**

**<signature>**

**For <lead consortium firm name>,  
<name of authorized representative>,  
<designation>.**

**<signature>**

**For <consortium firm name 1>,  
<name of authorized representative>,  
<designation>.**

**<signature>**

**For <consortium firm name 2>,  
<name of authorized representative>,  
<designation>.**

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## Appendix-III: Standard Form of Contract for Consultant

**Project Name: ENGAGEMENT OF CONSULTANT FOR PREPARATION OF A DETAILED PROJECT REPORT (DPR) FOR ESTABLISHMENT OF A COMMON FACILITIES CENTRE FOR SMART MOBILITY AND SPECIFICALLY ELECTRIC VEHICLES SECTOR IN TAMIL NADU**

**Tamil Nadu MSME Trade and Investment Promotion Bureau, GOVT OF TAMIL NADU**

CONTRACT FILE NO. \_\_\_\_\_

BETWEEN

THE GENERAL MANAGER

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

AND

\_\_\_\_\_  
(Name of the Consultant)

Dated:

### Form of Contract

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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c. Appendices:

- Appendix A: Terms of Reference as per RfP section 5
- Appendix B: Key Experts as per TECH 5
- Appendix C: Breakdown of Contract Price as per FIN 2
- Appendix D: Integrity and avoidance of conflict (Appendix V)
- Appendix E: Copy of the PBG in the format given (Appendix I)

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

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

For and on behalf of

Name:

Signature:

General Manager  
Tamil Nadu MSME Trade and Investment promotion Bureau

For and behalf of the Consultant

Name:

(Only authorized representative of Consultant should sign)

Signature:

Name of the Consultant



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

### Special instructions to Bidders for e-Tendering

#### General

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

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

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

### Instructions

#### Tender Bidding Methodology:

Sealed Bid System: Single Stage Two Envelope.

#### Broad Outline of Activities from Bidder's Perspective:

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

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

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

### Digital Certificates

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

### Registration

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

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

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

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

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

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## Some Bidding related Information for this Tender (Sealed Bid)

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

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

## Special Note on Security and Transparency of Bids

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

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

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

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

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

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### **Public Online Tender Opening Event (TOE)**

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

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

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

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

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

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

### **Other Instructions**

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

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

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

### **SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

- 
1. Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS
  2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
  3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
  4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
  5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)  
  
**Note:** Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.
  6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
  7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

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

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### **Minimum Requirements at Bidder's End**

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

### **Vendors Training Program**

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

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

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

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

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

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

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

### **Conflict of Interest**

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#### D. Definition of Conflict of Interest

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

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



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

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

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

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

### **Integrity Aspects**

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

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

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

**The Policy and its Operation:**

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

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such party gaining such knowledge OR of joining duty/ service by the challenged person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.

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

#### **Competent Authority**

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

#### **Certification**

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

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

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SIGNED, SEALED AND DELIVERED For and on behalf of:

ENTITY 1's NAME	ENTITY 2's NAME	ENTITY 3's NAME
Signature	Signature	Signature
Name	Name	Name
Designation	Designation	Designation
Address	Address	Address
In Presence of:		

1.

2.

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Place: