

EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.

Eoi Ref.: TNHDC/88/DC/22-23



Expression of Interest (EOI) for empaneling of Consultant

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu.**

**Eoi Ref.: TNHDC/88/DC/22-23**

EOI Tender Document

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**Disclaimer**

This Expression of Interest (EOI) is not an offer or solicitation by THDC to the prospective Bidders or any other party. The purpose of this EOI is to provide prospective Bidders with information to assist in the formulation of their Proposals pursuant to this EOI. This EOI contains outline of work in relation to the Consultancy and do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all parties, and it is not possible for THDC, their employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements, and information contained in this EOI, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations, check the accuracy, adequacy, correctness, reliability and completeness of the information contained in this EOI and obtain independent advice from appropriate sources.

This Tender process will be governed by “The Tamil Nadu Transparency in Tenders Act 1998” and “The Tamil Nadu Transparency in Tenders Rules, 2000” with latest amendments. It is the responsibility of the Bidders to ensure that they submit all the required supporting documents to prove their Eligibility and Technical qualification as required by the Tender.

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**Acronyms & Definitions**

**Definitions:**

For the purposes of this Tender unless the subject or context otherwise requires the following terms expressed shall mean as under.

1.	Day	A day means a calendar day
2.	Month	Month means English calendar month
3.	Expression of Interest (EOI)	EOI means, "Expression of Interest" document issued for the current Tender as the context might signify
4.	Bidder/ Tenderer	Bidder/ Tenderer means, the party who makes a formal offer in pursuance of this Tender floated by THDC
5.	Technically Qualified Bidder	Technically Qualified Bidder means, the Bidder who meets the eligibility criteria, technical qualification criteria and any other qualification requirements as stipulated in the Tender in full that enables the Bidder to become eligible for further stages of the Tender processing. There is a minimum set of qualifications or requirements that must have been reached by the Bidders.
6.	Successful Bidder	Successful Bidder means, the Bidder who has been selected for awarding the contract through the Tender process.
7.	Lowest evaluated price	Lowest evaluated price means, the price that is found to be the most beneficial to the procuring entity in financially quantifiable terms and is identified as per the price evaluation criteria as stipulated in the Tender.
8.	L1 Bidder	L1 Bidder means, the Technically Qualified Bidder who submits the lowest evaluated price (L1 Price) and is considered to be fully responsible and qualified to perform the work for which the bid is submitted.
9.	Agreement	Agreement means the agreement to be entered between THDC and Successful Bidder with all its appendices and annexure and any amendments thereto made in accordance with the provisions herein, read in conjunction with this Expression of Interest (EOI) document, and the bid response including its further revisions, associated documentation and clarifications submitted from time to time by the Consultant, as the situation may deem necessary.
10.	Consultant	Consultant is defined as an expert/ expert organisation having a wide knowledge of any subject matter and engaged by the clients for obtaining expert advice in a particular domain like management, finance, human resources, engineering or any other specialised fields
11.	Force Majeure	Force Majeure means an event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
12.	Material Breach	Material Breach means not submitting any deliverables, as mentioned in the "Deliverables" section, and not rectifying the default within the days of being notified of the default
13.	Department	Department means the Tamil Nadu Handicrafts Development Corporation Limited under the administrative control of Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu
14.	Government	Government means the Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu

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15.	Government Organisations	Government Organisations means Central Government, State Government, Public Sector Undertakings of Central & State Governments, Wholly owned Government Bodies
16.	Applicable Law	Applicable Law means the Laws and any other instruments having the force of Law in India as they may be issued and in force from time to time
17.	Consulting Services	Services means the work to be performed by the Successful Bidder as per the Terms of Reference for the Consultant described in the Tender
18.	Bank Guarantee	Bank Guarantee means the Bank Guarantee given by the Successful Bidder to THDC for percentage of contract value and for a period specified in this Tender document from the date of signing of the contract and renewed whenever contract is renewed.
19.	Other Terms	Other terms used in the Tender but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000 and the Companies Act, 1956, as the case may be, as amended from time to time.

**Acronyms:**

BG	Bank guarantee
CFC	Common Facility Centre
EMD	Earnest Money Deposit
LD	Liquidated Damages
LOA	Letter of Acceptance
TNHDC	The Tamil Nadu Handicrafts Development Corporation Ltd
TOR	Terms of Reference

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**1. Tender Schedule**

<b>1.</b>	EOI inviting Authority, Designation and Address	<b>The Managing Director</b> Tamil Nadu Handicrafts Development Corporation Limited 759 Anna Salai, Chennai – 600 002 Phone:(044) 2852 1271/1325/5094 Fax: (044) 2852 4231 Email: <a href="mailto:tamilnaduhandicarfts@yahoo.co.in">tamilnaduhandicarfts@yahoo.co.in</a>
<b>2.</b>	EOI Reference	TNHDC/88/DC/22-23
<b>3.</b>	Name of the Work	EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu.
<b>4.</b>	EOI value	To be quoted in the price bid
<b>5.</b>	Tender document fee	Rs.1000/- + GST by way of Demand Draft or Banker's Cheque drawn in favour of "Tamil Nadu Handicrafts Development Corporation Ltd" and payable at Chennai only.
<b>6.</b>	EOI documents available place and the due date for obtaining EOI	EOI documents can be downloaded free from websites <a href="http://www.poompuhar.com/tnhdc">www.poompuhar.com/tnhdc</a> and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> . on or before 27-5-2022.
<b>7.</b>	Earnest Money Deposit (EMD)	20,000/- (Rupees Twenty Thousand only) by way of Demand Draft or Banker's Cheque drawn in favour of "Tamil Nadu Handicrafts Development Corporation Ltd" and payable at Chennai only.
<b>8.</b>	Pre-Bid meeting date, place and time	A Pre-Bid meeting for any clarification will be held on 20.05.2022 at 11.00 AM
<b>9.</b>	Due date, time and place for submission of sealed EOI tender.	27.05.2022 up to 3.00 PM at above address.
<b>10.</b>	Date, time and place of opening of EOI tender.	27.05.2022, up to 4.00 PM at the above address.

## **2. Introduction**

The Tamil Nadu Handicrafts Development Corporation Limited (TNHDC) was formed as a Public Limited Company popularly known as “Poompuhar” by its brand name and commenced its business operations from 01.08.1973. Its vision is to reach out to the world and to showcase the hard work done by artisans in producing exquisite, handcrafted products in brass, bronze, wood, stone, etc. The objectives of Poompuhar are as follows: -

- To upgrade the skills of artisans by imparting appropriate training.
- To improve the productivity of artisans.
- To improve the quality of handicrafts produced.
- To minimise the human drudgery involved in the production process.
- To minimise/eliminate occupational hazards.
- To encourage innovation in design concepts.
- To provide socio-economic security for craftsmen.
- To document and record the details of the handicrafts that are produced in the State.
- To provide marketing services to the artisans of Tamil Nadu.

The TNHDC aims to encourage and hone the talent of Artisans by training them, helping them improve their product quality and providing them social security by marketing their products. The TNHDC build the capacities of the Artisans and help them to cater to the changing demands of consumers. It also helps nurture traditional culture, make these ancient arts and crafts flourish. More details about the Corporation may be understood by visiting our websites [www.poompuhar.com](http://www.poompuhar.com)

### **Showrooms**

Poompuhar provides marketing assistance to craft persons by selling their products through its 12 showrooms and sales outlets located at Chennai City, Chennai Airport, Vandaloor Zoo, Egmore Museum, New Delhi, Kolkata, Kevidia in Gujarat, Coimbatore, Erode, Salem, Thanjavur, Tiruchirapalli, Madurai, Tirunelveli, Kanyakumari, Swamimalai and Mamallapuram.

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## **Production Centres**

Poompuhar has 7 Production Centres located at Nachiarkoil (traditional brass lamps), Madurai (brass lamps and brass art wares), Vagaikulam (brass Malabar lamps and other lamps), Swamimalai (bronze icons), Thanjavur (Thanjavur art plates), Kallakurichi (sandalwood carvings) and Mamallapuram (stone carvings).

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## **Urban Haats**

The TNHDC has constructed 2 Urban Haats at Kanyakumari and Mamallapuram. These Urban Haats are permanent marketing infrastructure in tourist towns/metropolitan cities to provide direct marketing facilities to handicrafts of artisans. This will enable artisans to sell their products round the year to a wider target market. Food and craft bazaars provide leisure and recreational facilities for domestic as well as international tourists.

## **Geographical Indication**

The Geographical Indication Registry has issued Geographical Indication tag to the following Tamil Nadu handicrafts through effort of Poompuhar.

1	Nachiarkoil Lamps	8	Thanjavur Paintings
2	Pathamadaai Mats	9	Thanjavur Dolls
3	Toda Embroidery (The Nilgris)	10	Kallakurichi Wood Carving
4	Mamallapuram Stone Carving	11	Karupur kalamkari painting
5	Swamimalai Bronze Icons	12	Thajavur Pith Work
6	Temple jewellery of Vadaseri	13	Arumbavur Wood Carving
7	Thanjavur Art Plate		

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### 3. Instruction to the Bidder

#### 3.1 Tender Eligibility Criteria

The Bidders should fulfil the following Eligibility Criteria to participate in the Tender and should submit supporting documents in the Technical Bid.

#	Minimum Eligibility Criteria	Supporting documents required
1.	Bidder should be an organisation registered under the Companies Act 1956 or a Partnership Firm or Sole Proprietary Firm in India	<p><b><u>In case of registered Companies:</u></b> Copy of the Certificate of Incorporation shall be submitted.</p> <p><b><u>In case of Partnership Firms:</u></b> Copy of the Partnership Registration Certificate shall be submitted.</p> <p><b><u>In case of or Sole Proprietary:</u></b> Copy of the Firm /registration shall be submitted.</p> <p><b><u>All the Bidders shall submit the following documents:</u></b> Copy of the Permanent Account Number (PAN) Copy of the GST Registration Certificate</p>
2.	Bidder should have at least 2 years of work experience in the field of traditional Handicrafts like brass/bronze, terracotta, pottery, woodcraft, etc.	Copy of the Work Orders issued by various Organisations shall be submitted.
4.	Bidder should have an average Annual Turnover of Rs.75.00 lakhs or more in the last three Audited Financial years. (Year 2020-2021, Year 2019-2020 & Year 2018-2019)	Bidder should submit Auditor's Certificate along with Profit and Loss Accounts for the last three audited Financial Years.
5.	Income Tax return for three years	Income Tax return for (Year 2020-2021, 2019-2020 & 2018-2019) to be produced.
6.	Bidder should produce place and address of their office / firm.	Copy of the Address proof of office like landline telephone bill, rent receipt, any registration certificates, etc., in the name of the Bidder shall be submitted.
7.	Bidder should not have blacklisted	Self-declaration letter to be provided by authorised person of the Organisation
8.	Bidder should have PAN, GST	Valid registration of PAN, GST must be provided.

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**3.2 Evaluation Criteria**

Detailed proposals should contain technical proposal with the methodology of conducting the study and the financial proposal. Under the QCBS, the technical proposals will be allotted weightage of 80% while the financial proposals will be allotted weightages of 20%. Technical proposals that do not present a clear strategy for execution of the scope of this Eoi shall be outrightly rejected.

**Technical Evaluation Criteria: 80 marks**

Showcasing experience of running a Handicrafts CFC/Incubation centre/Design Studio or a similar setup based on the concept of Digital 3D modelling and Industry 4.0 manufacturing technology such as 3D Printing, CNC Carving, Laser cutting, etc.	20 marks
Understanding of overall scope of the study & achievement of objectives	10 marks
Presentation of strategy document for the complete scope	20 marks
Presentation of Methodology of execution for the proposed strategy	30 marks

**Financial Evaluation Criteria: 20 marks**

Lowest Financial Bid	20 marks
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#### **4. Objective of the EOI**

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The main object of this EOI is to empanel consultants for operating and maintenance for optimum utilization of common facility centres located across Tamil Nadu. Please refer to the detailed scope of work attached with this tender.

The Tamil Nadu Handicrafts Development Corporation popularly known as Poompohar has established 13 common facility centres as detailed below for various crafts including two CFCs for languishing crafts like Pattamadai Kora mat at Pattamadai and Clay and Teracotta craft at Vikravandi.

<b>Sl.No.</b>	<b>Location of common facility centres</b>	<b>Crafts.</b>
1	Swamimalai, Thanjavur Dist.	Bronze Icons
2	Nachiarkoil, Thanjavur Dist.	Brass lamps
3	Thanjavur	Art Plate
4	K. Pudur, Madurai Dist.	Brassware & Bell metal
5	Vagaikulam, Tirunelveli Dist.	Brassware & Bell metal
6	Kanyakumari	Natural fibre
7	Kaliyanur, Kancheepuram Dist.	Papier machie
8	Arumbavur, Perambalur Dist.	Wood Carving
9	Ambasamudram, Tirunelveli Dist.	Lacquireware
10	Thammampatti, Salem Dist.	Wood Carving
11	Hasanur, Erode Dist.	Lantana
12	Pattamadai, Tirunelveli Dist.	Fine Mat
13	Vikravandi, Villupuram Dist.	Clay / Terracotta

Common Facility Center (CFC) is a place where, artisans can converge and use the infrastructure provided with machineries and tools to produce handicrafts, and also for giving training to artisans.

Eleven Common Facility Centers at Swamimalai, Nachiarkoil, Thanjavur, Madurai, Vagaikulam, Kanchipuram, Ambasamudram, Kanyakumari, Thammampatti, Arumbavur and Hasanur has been established. Nearly 5,000 artisans get benefit by these Common Facility Centers. These Common Facility Centers have been established at a cost of Rs.60.00 lakh each. Besides the Corporation has also established two common facility centres for languishing crafts like Pattamadai kora grass mat weaving at Pattamadai in Thirunelveli District and for Clay and pottery in Vikravandi at Villupuram District.

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The common facility centres located at the above mentioned places are equipped and installed with latest machineries with required power connections. There are nearly 200 to 500 artisans located at each craft clusters where the CFCs are located. However, patronage of these Common Facility Centers by the craftsmen is very limited. The artisans of the cluster use the CFCs with minimum utilisation. There is lack of new design introduction as well as appropriate training to the craftsmen for using these machines and producing handicraft items which has good demand in the market and to produce with reduced time.

It has also been difficult for operating and maintaining the CFCs due to man power shortage and also the artisans are not well aware of operating the machines

Hence the THDC Ltd is desirous of operating and maintaining the CFCs through engaging consultants initially for a period of one year in this regard.

## **5. Terms of Reference (ToR)**

### **5.1 The important scope and objective of the Eoi for empanelling the Consultant is as follows:**

- a. To conduct Strength, Weakness, Opportunity and Threat (SWOT) analysis first for all the 13 Common Facility Centres.
- b. To fix objectives of each CFC and indicate KPIs to monitor fulfilment of the objectives and propose necessary action plan to achieve the purpose with co-ordination and approval of THDC Ltd,.
- c. To suggest training needs for introduction of new design of artifacts and train maximum artisans in all CFCs.
- d. To device mechanisms and modalities for utilizing CFCs for smooth operation and to reduce friction among craftsman while utilizing CFCs.
- e. To Inspect and test existing equipment at the CFCs and conduct itself or through 3<sup>rd</sup> parties any repair /part replacement / maintenance that may be required to make all the equipment operational with approval of THDC Ltd,.
- f. To Identify and train resource persons for day-to-day operations of the CFCs in their pay role.
- g. To Conduct skill assessment of artisans associated with each CFC and identify gap between current skillsets and market needs
- h. To Empanelment interior designers and architects. Best art and design colleges in India & abroad shall like NID, NIFT etc, may be approached for partnership with approval of THDC Ltd,.
- i. To approach Architects / Interior designers empanelled with various government departments to make Poompuhar CFCs their preferred manufacturing partner.

**5.2 The Scope of the work / strategies for the consultants based on the above scope are as follows:**

- a) Assessment (including SWOT analysis) of all 13 CFCs resulting in a report covering details of artisan skills, technology/equipment available, raw material supply chain, logistics, production methodology, etc.
- b) Strategy to ensure all stakeholders in the value chain are on the same page to clear bottlenecks at each stage
- c) Strategy for overall capacity building and sense of dignity among artisans
- d) Strategy for making handicrafts a lucrative profession to attract youth
- e) Artisan skill gaps and comparison with market needs
- f) Training & skill upgradation strategy for day-to-day operations of all CFCs
- g) Conduct skill assessment of artisans associated with each CFC and identify gap between current skillsets and market needs
- h) Strategy for efficiently training artisans in remote clusters
- i) Identifying missing technology/equipment
- j) Technology upgradation strategy
- k) Study Raw material procurement & distribution
- l) Propose centralized raw material processing
- m) Strategy for market intelligence, new product design, R&D, and prototyping
- n) Strategy for discovering new marketing/sales avenues for sales of handicrafts
- o) Strategy for development of new and customized designs for positioning Poompuhar as a manufacturer of premium bespoke handicrafts
- p) Strategy for alignment with various design agencies/institutions in India and abroad to generate interest and awareness about the manufacturing capabilities of the CFCs
- q) Strategy for alignment with various government works departments to make Poompuhar their preferred manufacturing partner
- r) Strategy for increasing online presence of Poompuhar which should result in quantifiable leads and sales pipeline generation
- s) Strategy for full utilization of Urban Haats at Mahabalipuram & Kanyakumari for marketing & sales of handicrafts manufactured at the CFCs.

### **5.3 Contribution of Tamil Nadu Handicrafts Development Corporation for the project.**

- a. The THDC Ltd, will provide functional and financial requirements for the proposed initiative as required or as per actual expenditure incurred (HR for CFCs, repairs of equipment, training raw material, warehousing, maintenance, admin expenses, marketing events, TA/DA, etc).
- b. Provide required operation manuals, safety manuals and other paperwork associated with the existing machinery at the CFCs.
- c. Validate the outcome against the scope
- d. The THDC Ltd, may implement various schemes for Human Resources, Marketing support and services, and technology up gradation of CFCs as may be the case.

#### **6. Due diligence by the Bidder**

The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids and price quoted in the Bid to cover all obligations under this Tender. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Contract or throughout the period of completion of contract whichever is later, on account of any reasons whatsoever. The Bidder shall make all arrangements for execution of contract at various locations at their own cost and transport.

#### **7. Language of the Bids**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. If the supporting documents and printed literature furnished by the Bidder may be in another language, it should be accompanied with an accurate translation in English duly notarised, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

#### **8. Bid Currency**

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

#### **9. Letter of Authorisation**

A letter of Authorisation or Power of Attorney from the Board of Directors or Managing Director for the Authorised Signatory of the Tender should be submitted in the Technical Bid. The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected.

#### **10. Consortium of Bidders**

The Bidder is not allowed to form Consortium of any nature whatsoever to perform the services as specified in the Tender. All the Criteria as set out in this Tender should be solely met by the Bidder alone.

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**11. Clarifications and Amendments**

- a) At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and upload such changes to the designated websites mentioned in Tender Schedule.
- b) In case any tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, the Tender Inviting Authority will notify the clarifications without identifying the source of the query and upload such clarification in the form of corrigenda to the designated websites mentioned in Tender Schedule.
- c) The tenderers should periodically check for the amendments or corrigendum or information in the websites till the opening date of the Tender. THDC will in no way be responsible for any ignorance by Tenderer.
- d) THDC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder's failure to update the Bid documents based on changes uploaded in the website.

**12. Contacting the Tender Inviting Authority**

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Committees or Tender Accepting Authority after opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Inviting Authority or Tender Committees or Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

**13. Cost of Bidding**

The Bidders should bear all costs associated with the preparation and submission of Bids. THDC will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

**14. Tender Document Fee**

- a) The Tender documents may be purchased from the office of THDC on payment of fees as mentioned in the Tender Schedule. The Tender document is not transferable to any other Bidder.
- b) The Tender document cost may be paid by way of Demand Draft/ Banker's Cheque in favour of "Tamil Nadu Handicrafts Development Corporation Ltd.", payable at Chennai.
- c) Alternatively, the Tender document can be downloaded freely from the websites mentioned in the Tender Schedule. The Tender document fee is waived for those documents that are downloaded from the website.

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**15. Earnest Money Deposit (EMD)**

- a) An EMD amount as specified in the Tender Schedule should be paid along with the Technical Bid by way of Demand Draft or Banker's cheque drawn from any Nationalised Bank or Scheduled Bank in India, in favour of "Tamil Nadu Handicrafts Development Corporation Ltd." payable at Chennai. The EMD in the form of Bank guarantee is not acceptable and subject to rejection of the Bid.
- b) The EMD amount of the unsuccessful Bidders will be refunded after finalisation of the Tender and award of the contract. The EMD amount held by THDC till it is refunded to unsuccessful Bidders will not earn any interest thereof.

**16. Two Part Tender system**

- c) The EMD amount will be forfeited by THDC, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to sign the contract
- a) Bidders should examine all Instructions, Terms & Conditions and Technical specifications as given in the Tender document. Failure to furnish information in the Bid or submission of Bids not substantially responsive/viable in all respects will be at Bidders' risk and may result in rejection of bid. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.
- b) The Bids should be submitted in two parts namely (1) Technical Bid (Envelope-A) and (2) Price Bid (Envelope-B). The Technical Bid and Price Bid shall be submitted in two separate covers as explained in the Tender document. The Bids shall be submitted in the address as mentioned in the Tender Schedule.

**17. Technical Bid (Envelope-A)**

**17.1 Bid Preparation**

The Technical Bid format as given in the Tender shall be filled, signed and stamped in all pages. THDC will not be responsible for the errors committed in the Bids by the Bidders. The Technical Bid should not strictly contain any Price indications as otherwise the Bids will be summarily rejected.

**17.2 Details to be furnished in the Technical Bid**

- a) The EMD amount as specified in the Tender should be submitted. Tenders received without EMD amount will be rejected.
- b) The authorisation letter/ Power of Attorney for the Authorised signatory of the Tender should be submitted. The Tenders received without Authorisation letter or Power of Attorney will not be considered for further processing.
- d) The Technical Bid (Envelope-A) should be duly filled in the format given in the Tender document, signed by the authorised person and stamped in all the pages and should be submitted.

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- e) The supporting documents to prove Bidder's eligibility and technical qualification should be signed by the authorised person and stamped in all pages and should be submitted.
- f) The Auditor's Certificate, Annual Report, Profit & Loss Account should be signed by the authorised person and stamped in all pages and should be submitted.
- g) Any other documents as specified in the Tender should be signed by the authorised person and stamped in all pages and should be submitted. No document would be allowed to be supplemented / exchanged after opening of the Tender.
- h) The supporting documents shall establish Bidder's eligibility and Technical qualifications otherwise the Bid will be rejected.

**17.3 Signing the Bid**

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The Technical Bid shall be typed and signed by the Authorised person in all pages of the bid and stamped. Any alterations, deletions or overwriting will be treated as valid only if they are attested with the full signature by the Authorised person.

**17.4 Sealing the Bid**

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The Technical Bid shall be placed in a separate cover (Envelope-A) and sealed. The Technical Bid cover shall be superscribed **EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu. Eoi Ref. No: TNHDC/88/DC/22-23 due 27.05.2022.** The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

**18. Price Bid (Envelope-B)**

**18.1 Details to be furnished**

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- a) The Price Bid format as given in the Tender should be filled, signed and stamped in all pages. The Tender is liable for rejection if Price Bid contains conditional offers or partial offers.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station and outstation expenses, etc. and any other cost involved to fulfil the scope of work as specified in the Tender.
- c) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.

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**18.2 Signing the Bids**

The Bids shall be typed, signed by the authorised person in all pages of the Bid and stamped. Any alterations, deletions or overwriting shall be treated valid only if they are attested by full signature by the authorised person.

**18.3 Sealing the Bid**

The Price Bid shall be placed in a separate cover (Envelope-B) and sealed. The Price Bid cover shall be superscribed as **EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu. Eoi Ref. No: THDC/88/DC/22-23 due on 27.05.2022.** The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

**19. Outer Cover**

The Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed. The outer cover shall be superscribed as **EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu. Eoi Ref. No: THDC/88/DC/22-23, due on 27.05.2022.** The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

**20. Mode of Submission of Bids**

21.1 The Bids should be dropped in the Tender box kept at THDC's Corporate Office at the address mentioned in Tender Schedule on or before the due date and time of submission of Tender. The Bids will not be received personally.

21.2 Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids reaches THDC office as mentioned in Tender Schedule on or before the due date and time of submission of Tender. THDC will not be liable or responsible for any damage, postal delay or any other delay whatsoever.

21.3 The Bids received after Due Date and Time of submission of Tender as specified in the Tender Schedule or Unsealed or submitted by Facsimiles (FAX) will be summarily rejected.

**21. Modification and withdrawal of Bids**

- a) Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of this Tender document published by THDC and submitted by the Bidder with or as part of their Bid. The Bidders will not be permitted to modify or alter the Bids once submitted by the Bidder.
- b) Withdrawal of a Bid by any Bidder during the interval between the due date and time of submission of Tenders and the expiration of the period of Tender Validity as specified in the Tender document shall result in the forfeiture of the Earnest Money Deposit/ as the case may be.

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**22. Tender Opening and Initial Scrutiny**

**22.1 Technical Bid (Envelope-A) Opening**

The Tender outer cover and Technical Bid cover (Envelope-A) will be opened at the place, date and time as specified in the Tender Schedule. The Tender will be opened in the presence of the Bidders who are willing to be present. The representative of the Bidder who chooses to attend Tender opening shall bring an authorisation letter from the Bidder.

**22.2 Tender Validity**

The price quoted by the Bidder shall be kept valid for a period of 180 days from the date of Tender opening. If any of the Bid has price validity is lesser than 180 days, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the contract. In exceptional circumstances, THDC may solicit the Bidders to extend the validity and the Bidder should extend price validity and Bid security validity.

**22.3 Initial Scrutiny of the Tender**

After opening of the Tender outer cover and Technical Bid, initial scrutiny will be held for the following aspects.

22.3.1 Whether Technical Bid and Price Bid is submitted in separate sealed covers.

22.3.2 Whether required EMD amount is submitted in the Technical Bid.

All Bids fulfilling the above conditions alone will be considered for further evaluation otherwise the Bid will be rejected.

**22.4 Clarifications by THDC**

When deemed necessary, THDC may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, THDC may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of THDC as stated above, such Bids may at the discretion of THDC, shall be rejected as technically non-responsive.

**23. Bid Evaluation**

**23.1 Suppression of facts**

- a) During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of THDC, THDC shall have the right to reject the Bid. If the Bidder has already been selected, then THDC would terminate/void the contract as the case may be without any compensation to the Bidder and the EMD/ as the case may be shall be forfeited.
- b) Bidders should note that any figures in the supporting documents submitted by the Bidders for proving their eligibility and/or Technical qualification is found suppressed or erased, THDC shall have the right to seek the correct facts and figures, or reject such Bids. It is up to the Bidders to submit the full copies of the supporting documents to meet out the criteria. Otherwise, THDC at its discretion may or may not consider

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such supporting documents.

**23.2 Stages of Evaluation**

A Technical Committee will be involved for evaluation of Technical Bid with respect to Eligibility criteria and technical qualification criteria requirements as specified in the Tender. The Technical Evaluation will be conducted based on the supporting documents submitted by the Bidders. The Technical Bid will be evaluated in two stages (Stage-1 & Stage-2) as explained in the Tender.

**23.3 Stage-1: Bid compliance with Minimum Eligibility Criteria**

The Technical Bid Evaluation will be held on the compliance of the Bids with eligibility criteria requirements as specified in the Tender. The Bids will be held non-responsive and rejected if the Bids do not establish the eligibility of the Bidders. All eligible Bids will be considered for Stage-2 evaluation.

**23.4 Stage-2: Technical & Price Bid Evaluation**

**Detailed proposals should contain technical proposal with the methodology of conducting the study and the financial proposal. Under the QCBS, the technical proposals will be allotted weightage of 80% while the financial proposals will be allotted weightages of 20%. Technical proposals that do not present a clear strategy for execution of the scope of this Eoi shall be outrightly rejected.**

**Technical Evaluation Criteria: 80 marks**

Showcasing experience of running a Handicrafts CFC/Incubation centre/Design Studio or a similar setup based on the concept of Digital 3D modelling and Industry 4.0 manufacturing technology such as 3D Printing, CNC Carving, Laser cutting, etc.	20 marks
Understanding of overall scope of the study & achievement of objectives	10 marks
Presentation of strategy document for the complete scope	20 marks
Presentation of Methodology of execution for the proposed strategy	30 marks

**Price Bid Evaluation Criteria: 20 marks**

Lowest Financial Bid	20 marks
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1. All the price items and taxes indicated in the Price Bid will be evaluated as per the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments.
2. The bidders with the best overall score (technical and price bid evaluation combined) will be called as the L1 bidder. The L1 Bidder of the Tender is eligible for award of contract.
3. THDC may negotiate with the L1 Bidder for further reduction of the price and improvement of scope of work.

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**24. Rejection of Tender of banned Tenderer**

As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

**25. Acceptance of the Tender & Award of Contract**

The final acceptance of the Tender is entirely vested with the Tender Accepting Authority who reserves the right to accept or reject any or all of the Tenders in full or in part. The Bidder who awarded the contract will be called as successful Bidder. The Tender Accepting Authority may also cancel the Tender for reasons such as changes in the scope of work, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Tender by Tender Accepting Authority, the Bidder shall have no right to withdraw their Tender or claim a higher price. A Letter of Acceptance (LOA) in writing will be issued by the THDC to the successful Bidder. Henceforth, the successful Bidder will be called as "CONSULTANT".

**26. Refund of EMD amount**

The EMD amount of the unsuccessful Bidders will be refunded after award of the contract within a reasonable period.

**27. Execution of Work**

**27.1 Execution of Agreement**

The CONSULTANT shall execute a Contract in the Format given in the Tender document in Rs.100/- non-judicial stamp paper bought in Tamil Nadu only in the name of the CONSULTANT, within one week from the date of remittance of SD. The CONSULTANT shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of THDC

**27.2 Issue of Work Order**

and execution of the Contract, a **Work Order** will be issued to the CONSULTANT by THDC. The payment will be based on the fulfilment of Work Orders issued from time to time.

**28. Deployment of Professionals**

- 1) Each member of the team shall be the full time employee of the CONSULTANT. The team members shall be deployed onsite in order to ensure required coordination and to complete the project as per timelines indicated in this Tender. The CONSULTANT should submit the proof of statutory payments (like PF, Income Tax) remittance statement to THDC when sought.

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- 2) The THDC shall not be liable or responsible for or any damages or compensation payable to any professional deployed by the CONSULTANT to the project under this Tender. The CONSULTANT shall keep THDC always indemnified against all such damages, losses, expenses and compensation and all such claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3) The CONSULTANT shall deploy the professionals as committed in their Bid and no changes shall be made. If replacement of any of the professional becomes absolutely necessary beyond the reasonable control of the CONSULTANT, the CONSULTANT shall propose such changes to THDC and shall replace professionals in concurrence with THDC. Then appropriate replacement shall be provided with alternative professional of equivalent qualifications, skills, capacities or better in agreement with THDC.
- 4) If THDC finds any of the professional has committed serious misconduct or has been charged with having committed a criminal action or reasonable cause to be dissatisfied with performance, the CONSULTANT shall replace the professional upon written request from THDC. The professional so replaced shall also have equivalent qualification and experience acceptable to THDC.

### **29. Conflict of Interest**

The CONSULTANT under this Tender will be barred from participating in EOI for selection of suppliers falling within the Scope of Work assisted by the CONSULTANT till the duration of the contract with THDC. The CONSULTANT would not be barred from executing the projects for which they have been already selected or the projects for which Bids were submitted and under process or any other outside projects in the State.

### **30. Review and Monitoring**

The CONSULTANT should be accountable to the THDC for successful completion of the work for which THDC will hold scheduled review meeting. The CONSULTANT should attend the periodical meeting without fail and report the progress to THDC. The deliverables of the CONSULTANT will be verified and course corrections if any would be recommended by the THDC to improve the activity. The CONSULTANT should adhere to the decisions made during the review meeting.

### **31. Contract Period**

The Contract will be for a period of one year. However the performance of the CONSULTANT will be monitored periodically. The scope of work contained under this EOI will be implemented in phased manner in order to ensure proper implementation as per the approved tender norms. In case of underperformance is found, the penalty and/or termination clauses will be applied suitably.

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**32. Intellectual Property Rights (IPR)**

- 1) All IPR under this Tender/ Agreement will belong exclusively to the Tamil Nadu Handicrafts Development Corporation Limited (THDC). The THDC shall at all times retain all rights, title and interest in and to any Intellectual Property Rights. It is expressly clarified that the CONSULTANT shall have no rights, title or interest in or to such Intellectual Property Rights for any purpose except the right to use, modify, enhance, or operate such designs, programs modifications in order to perform services for the purpose of and during the terms of Agreement and as may be expressly set forth herein or in a separate Agreement executed between the parties. The CONSULTANT should not use such Intellectual Property for any other purpose during and after the Term of Contract.
- 2) In relation to any inventions, discoveries or other Intellectual Property Rights, the CONSULTANT shall make full and complete disclosure to THDC including any or all information in the CONSULTANT's possession relating to their IPR/ patentability if any.
- 3) Notwithstanding anything contrary contained herein, the CONSULTANT will defend, indemnify and hold harmless THDC against any suit or claim brought by a third party that a possession or use of software, programs, hardware, materials or documents with the CONSULTANT infringes such third parties Intellectual Property Rights or its misuse of its confidential information.

**33. Exit Clause**

At the time of expiry of contract period, as per the contract between the parties, the CONSULTANT should ensure a complete knowledge transfer by their deployed professional to the new professional replacing them within a period of 2 weeks. The CONSULTANT at the time of exit shall submit all information relating to the services rendered. This includes all information including but not limited to documents, records and agreements relating to the services reasonably necessary to Customer or any other agency identified to carryout due diligence in order to transition the provision of services to the Customer or any other agency identified. All properties provided by the Customer shall be returned.

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**Section-3 Formats**

**34. Bank Guarantee Format**

(To be executed in Rs.100/- Stamp Paper purchased in Tamil Nadu)

To  
The Managing Director  
The Tamil Nadu Handicrafts Development Corporation Limited  
759 Anna Salai,  
Chennai - 600002

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgement of claim:

This Deed of Guarantee executed by.....(Bankers Name & Address) having our head Office at.....(address) (hereinafter referred to as "the Bank") in favour of The Tamil Nadu Handicrafts Development Corporation Ltd (hereinafter referred to as "THDC") for an amount not exceeding Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) as per the request of M/s.\_\_\_\_\_-/- having its office address at \_\_\_\_\_(hereinafter referred to as "Consultant") against Letter of Acceptance reference \_\_\_\_\_ dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ of \_\_\_\_\_. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_\_ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by THDC under the Guarantee served on the Bank or before \_\_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Consultant shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Consultant's performance obligations for a period of \_\_\_\_ in accordance with the contract.

AND WHEREAS we have agreed to give the Consultant a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Consultant up to a total of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until \_\_\_\_ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

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Our liability under this guarantee shall not be exceeded Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only). This Bank Guarantee shall be valid up to months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this..... at Chennai.

Witness:  
(Name in Block Letters)

(Signature)

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**35. Agreement Format**

(To be executed on a Rs. 100/- Stamp paper by the Successful Bidder)

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ at Chennai between;

The Tamil Nadu Handicrafts Development Corporation Ltd, having its Registered Office at 759 Anna Salai, Chennai-600 002 hereinafter referred to as THDC (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part.

and

M/s. \_\_\_\_\_ having its Registered Office \_\_\_\_\_ hereinafter referred to as the CONSULTANT (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas THDC invited a Tender THDC/ for engaging Consultant for Operating and maintenance of CFCs in Tamil Nadu and the CONSULTANT herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas THDC and the CONSULTANT, in pursuance thereof have arrived at the following terms and conditions.

**01. Entire Document**

The following documents shall be deemed to form and be read and construed as part of this Contract.

- a) Tender Document in full issued by THDC
- b) Corrigenda, Clarifications and Amendments issued by THDC for the Tender document
- c) Bid received from the CONSULTANT
- d) Detailed proposal and final offer of the CONSULTANT
- e) Letter of Acceptance (LOA) issued by THDC
- f) Purchase Order(s) issued by THDC
- g) Correspondence made by THDC to the CONSULTANT from time to time during the period of the contract.

**02. Contract Period**

This Contract shall remain in force for a period of one year from the date of signing of this Contract. The Contract or any part share of interest in it shall not be transferred or assigned by the CONSULTANT directly or indirectly to any person or persons whomsoever without the prior written consent of THDC.

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**03. Scope of Services**

The CONSULTANT agrees to deliver the services as stipulated in Terms of Reference (TOR) enclosed with this Contract. The schedule is subject to change depending on the prioritization and phasing as to be decided by the THDC.

**04. Cost of Services**

The cost is given below. This cost is firm and not subject to enhancement. Wherever the offer conditions furnished by the CONSULTANT are at variance with conditions of this contract or conditions stipulated in the tender document, the latter shall prevail over the offer conditions furnished by the CONSULTANT.

Description	Cost without Taxes (Rs.)	Taxes (Rs.)	Cost with Taxes (Rs.)
Based on Eoi scope and final acceptance of L1 bidder's proposal			

**05. Force Majeure**

Neither THDC nor the CONSULTANT shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

**06. Liquidated Damages**

Liquidated Damage will be levied at the rate of 1% per week subject to a maximum of 5% on the total value of the contract for non-fulfilment of delivery schedule subject to the Force Majeure conditions.

**07. Payment Terms**

- 1) No advance amount will be paid any programs or events. The payment will be released on completion of assigned work on the running bill based on event to event basis only.
- 2) 90% payment shall be made to the consultant on a monthly retainer/milestone basis on services delivered as may be mutually decided by the bidder and TNHDC during the bid evaluation phase.
- 3) Final 10% payment pertaining will be released after completion of all deliverables and achieving the exit criteria.

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- 4) The Duties and Taxes as applicable at the time of services within the Delivery Schedule as specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the CONSULTANT is liable to return the same.
- 5) The CONSULTANT shall have full and exclusive liability for payment of all Duties, Taxes, and other statutory payments to the respective statutory authorities payable under any or all of the Statutes/ Laws/ Acts etc as amended from time to time.
- 6) TNHDC shall ensure availability of funds to match the execution timeline of hard interventions suggested in the consultant's report.

**08. Notice**

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Any notice from one party to other given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

**09. Taxes**

The Taxes as applicable for the services within the Delivery Schedule as specified in the Contract will be paid. In case, the Taxes have been reduced retrospectively, the TENDERER is liable to refund the same. The TENDERER shall have full and exclusive liability for remittance of Taxes and other statutory payments to the respective statutory authorities payable under any or all of the Statutes/ Laws/ Acts etc., now or hereafter imposed. The TENDERER shall submit the proof of Tax remittance to TNHDC when sought.

**10. Termination of Contract**

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**10.1 Termination for default**

- a) THDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the CONSULTANT, terminate the contract in whole or part,
  - (i) if the CONSULTANT fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by THDC; or
  - (ii) If the CONSULTANT fails to perform any of the obligation(s) under the contract; or
  - (iii) If the CONSULTANT, in the judgment of THDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of THDC terminating the Contract in whole or in part, THDC may procure the services upon terms and in such manner as deems appropriate at the risk and

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cost of the defaulting CONSULTANT and the CONSULTANT shall be liable to THDC for any additional costs for such services. However, the CONSULTANT shall continue the performance of the contract to the extent not terminated.

**10.2 Termination for Insolvency**

THDC may at any time terminate the Contract by giving a written notice with a notice period of 15 days to the CONSULTANT, if the CONSULTANT becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the CONSULTANT, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to THDC.

**10.3 Termination for Convenience**

THDC may by written notice with a notice period of 15 days sent to the CONSULTANT, 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 THDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the CONSULTANT is not entitled to any compensation whatsoever.

**11. Limitation of Liability**

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The aggregate liability of the CONSULTANT under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the contract price.

**12. Arbitration Clause**

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- a) Both the parties shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them as under or in connection with the Contract.
  - b) Any dispute or difference whatsoever arising between the parties to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the Chairman and Managing Director of THDC. The Arbitration shall be held in Chennai, India and the language shall be English only.
  - c) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
  - d) The venue of the arbitration shall be the Chennai and language English.
  - e) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
  - f) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
  - g) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.
-

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**

**Eoi Ref.: TNHDC/88/DC/22-23**

**13. Indemnity**

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The CONSULTANT shall indemnify, defend and hold the THDC and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this Agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by the CONSULTANT or its associated agencies or any act, default or omission of any of them in relation to this agreement.

**14. Severability**

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If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is so declared by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

**15. Governing Law and Jurisdiction**

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This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India. The Courts at Chennai alone shall have jurisdiction.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf ofCONSULTANT

For and on behalf of THDC

Witness:

Witness:

Witness:

Witness:

EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.

Eoi Ref.: TNHDC/88/DC/22-23



Expression of Interest (EOI) for empaneling of Consultant

# EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu.

Eoi Ref.: TNHDC/88/DC/22-23

Volume-2 Technical Bid(Envelope-A)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: [tamilnaduhandicrafts@yahoo.co.in](mailto:tamilnaduhandicrafts@yahoo.co.in)

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**

**Eoi Ref.: TNHDC/88/DC/22-23**

**Technical Bid (Envelope-A)**

**T1. Bidder's Covering Letter**

(Letter should be submitted in Bidders' Letter Head)

Date:

To,  
The Managing Director  
Tamil Nadu Handicrafts Development Corporation Ltd  
759 Anna Salai, Chennai – 600 002

Dear Sir,

Sub: EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu. – Reg.  
Ref: EOI Reference: TNHDC/88/DC/22-23, dated 13.05.2022.

1. We have examined the Tender for setting up of Common Facility Centre as specified in the Tender. We undertake to meet the requirements and provide the services as set out in the Tender document.
2. We attach our Technical Bid and Price Bid in separate sealed covers as required by the Tender both of which together constitutes our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions and deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date of bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and THDC.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to THDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead THDC as to any material fact.
7. We agree that THDC is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
8. We also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and organisations of the State or Central Government in INDIA.

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**

**Eoi Ref.: TNHDC/88/DC/22-23**

9. I/We hereby confirm that I/We are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents. The Power of Attorney/ Letter of Authorisation required in this connection is enclosed in the Technical Bid.

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Bidder:

Stamp of bidder:

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**

**Eoi Ref.: TNHDC/88/DC/22-23**

**T2. Profile of the Bidder**

#	Description	Please fill up the details
1.	Name of the Company	
2.	<b>Registered office</b>	
	Address	
	Office Telephone Number	
	Fax Number	
	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
3.	<b>Authorised Signatory of Tender</b>	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorisation or Power of Attorney to sign and submit the Tender	
4.	Bank details, Address and Account Number	
	Name of the Bank	
	Bank Branch	
	Bank Address	
	Account No.	
	IFCS code	

**T3. EMD Amount**

#	Descriptions	Please fill up the details
1.	Name of the Bank	
2.	Demand Draft (DD) Number	
3.	DD Date	
4.	DD Amount	

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**  
**Eoi Ref.: TNHDC/88/DC/22-23**

**T4. Furnish details for meeting the Eligibility Criteria**

**T4.1 Bidder's Registration details**

#	Description	Please furnish the details
1.	Certificate of Registration no. and date	
2.	Please furnish Permanent Account Number (PAN) details and enclose copy	
3.	Please furnish VAT, Sales Tax Registration Number and date and enclose copy	
4.	Please furnish Service Tax Registration Number and date and enclose copy	

**T4.2 Bidder's overall experience**

#	Description	Please furnish the details
1.	No. of years in consulting business	From Year:_____To Year: _____ No. of Years:
2.	Please furnish a consultancy project executed	
3.	Customer name	
4.	Project brief	
5.	Work Order/ Agreement reference	
6.	Enclose copy of the Work Order/ Agreement	
7.	Enclose copy of completion certificate/ performance certificate	

**T4.3 Bidder's Annual Turnover**

#	Description	Please furnish the details
1.	Year 2015-2016	
2.	Year 2014-2015	
3.	Year 2013-2014	
4.	Average Annual Turnover for the last 3 Audited Financial Years	
5.	Please enclose Auditor's Certificate, Annual Report and Profit & Loss statement for the above years	

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**  
**Eoi Ref.: TNHDC/88/DC/22-23**

**T4.4 Bidder's Black-listing details**

#	Description	Please furnish the details
1.	Please furnish an undertaking in the Bidder's Letter Head.	

**T5. Furnish details for meeting Technical Qualification**

**T5.1 Bidder's similar experience**

#	Description	Please furnish the details	
		Project-1	Project-2
1.	Customer name		
2.	Project Brief		
3.	Consulting scope		
4.	Work Order/ Agreement reference		
5.	Value of the order		
6.	Enclose copy of the Work Order/ Agreement		
7.	Enclose copy of completion certificate/ performance certificate issued by Customer		

**T5.2 Bidder's Proposal**

A Proposal document covering the following aspects should be submitted in the Technical Bid. Also, the features should be demonstrated during the Technical evaluation.

- 1) Understanding of the current project (GOI guidelines) and handicrafts sector in Tamil Nadu
- 2) Demonstration of experience relevant to the current project and procurement experience
- 3) Approach & Methodology towards field study, stakeholder analysis, and project plan
- 4) Government domain experience
- 5) Knowledge of TN Tender Act & Rules
- 6) Staffing plan (Fulltime and part-time)
- 7) Testing, Certification & Training PLAN

**EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and O&M of CFCs in Tamil Nadu.**  
**Eoi Ref.: TNHDC/88/DC/22-23**

**T5.3 CVs of Key Personnel**

Please furnish the CVs in the following format.

#	Description	Please fill up the details		
1.	Name of the Key personnel			
2.	Designation in the Firm			
3.	Date of Birth & Age			
4.	Educational Qualification (Enclose copy of the Certificates)			
	<b>Degrees</b>	<b>Name of Institution</b>	<b>Year of passing</b>	<b>Marks/Grade</b>
5.	Professional certifications			
6.	Overall experience			
	<b>Organisation</b>	<b>Position Held</b>	<b>From year &amp; To year</b>	<b>Job profile</b>
7.	Relevant experience			

#	Description	Please fill up the details		
	<b>Organisation</b>	<b>Position Held</b>	<b>From year &amp; To year</b>	<b>Job profile</b>

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Bidder:

Stamp of bidder:



# EOI for engaging the services of technical consultants for developing strategy, optimum utilization, and operating & maintenance of Common Facility Centres in Tamil Nadu.

Eoi Ref.: TNHDC/88/DC/22-23

## Volume-3

Price Bid (Envelope-B)

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The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone : 044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: [tamilnaduhandicrafts@yahoo.co.in](mailto:tamilnaduhandicrafts@yahoo.co.in)

**EOI for engaging the services of technical consultants for developing strategy,  
optimum utilization, and O&M of CFCs in Tamil Nadu.**  
Eoi Ref.: TNHDC/88/DC/22-23

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<b>Price Bid (Envelope-B)</b>
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Description	Cost without Taxes (Rs.)	Taxes (Rs.)	Cost with Taxes (Rs.)
Based on Eoi scope and final acceptance of L1 bidder's proposal			

Note: The sum of the **"Total cost with Taxes"** as quoted by the Bidders will be evaluated for determination of L1 price.

Signature of the Authorised Signatory of  
Tender:Name of the Authorised Signatory:  
Designation:  
Name and Address of  
Bidder:Stamp of bidder.