



STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LTD

**SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL AND
ENGINEERING CONSULTANCY SERVICES FOR ESTABLISHMENT OF PLUG
AND PLAY FACTORY BUILDING AT MEDICAL DEVICES PARK, ORAGADAM**

MANAGING DIRECTOR

**STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED
19A, RUKMINI LAKSHMIPATHI SALAI, EGMORE, CHENNAI-600 008**

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Disclaimer

Information contained in this Request for Proposal ("RFP") document and/or subsequently provided to the Bidders, whether verbally and/or in documentary form by or on behalf of State Industries Promotion Corporation of Tamil Nadu Limited. (SIPCOT) or any of its employees or advisors (collectively referred to as "SIPCOT Representatives"), is provided to the Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by SIPCOT to any other party. The purpose of this RFP document is to provide interested parties with information to enable formulation of their proposal.

This RFP does not purport to contain all the information each Bidder may require. The Bidders should conduct their own due diligence, investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SIPCOT Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, award of the assignment, the information and any other information supplied by or on behalf of SIPCOT or otherwise arising in any way from selection process. The prospective Bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act relevant for the working of the Bidder's staff. Under no circumstances, SIPCOT will be responsible for any non-compliance with statutory requirements of the bidder's staff.

SIPCOT may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document from time-to-time, after intimating the same to the Bidders. SIPCOT reserves the right to accept or reject any or all proposals without giving any reasons. Bidding process shall be governed by Laws of India and Courts in the State of Tamil Nadu will have jurisdiction over matters concerning and arising out of this RFP document.

Section-I

Information to Consultants

2.1 Introduction

2.1.1 State Industries Promotion Corporation of Tamil Nadu (SIPCOT) Limited invites sealed tenders under two cover systems (One envelope for technical bid and other for financial bid) from the reputed agencies for the Architectural & Engineering Consultancy services for Establishment of Plug and Play factory building at Medical Devices Park, Oragadam. Interested bidder should remit a non-refundable document fee of Rs.7080/- (Rupees Seven Thousand Eighty only), inclusive of GST (Rs. 6000 +18% GST) in the form of a crossed Demand Draft drawn in favour of "SIPCOT Limited" payable at Chennai from any Scheduled Bank in the name of the tenderer / firm only together with the Bid, failing which the bid submitted will not be accepted.

2.1.2 The Consultants/ Firms are invited to submit a Technical and Financial Proposal, as specified in the Data Sheet for the services required for the Assignment named in the Data Sheet.

2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants may visit the proposed site before submitting a Proposal. The Consultants may contact through the email addresses provided in data sheet to obtain any relevant / additional information on the Assignment.

2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visits to SIPCOT, are not reimbursable as a direct cost of the Assignment; and (ii) SIPCOT is not bound to accept any of the Proposals submitted.

2.1.5 SIPCOT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SIPCOT's action.

2.1.6 SIPCOT also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to SIPCOT and/or on account of any Force Majeure events that may be decided solely at the discretion of SIPCOT. In such cases the compensation shall be restricted up to the amount paid by SIPCOT and no claim whatsoever for any compensation shall be entertained by SIPCOT.

2.2 Clarification and amendment to RFP documents – Pre-bid Meeting

2.2.1 Bidders may request clarifications on the RFP document. Any request for clarifications must be sent in writing through electronic mail (e-mail) to SIPCOT's email address indicated in the Data Sheet. SIPCOT will give its response (including an explanation of the query, but without identifying the source of the query) at a pre-bid meeting to be convened on the date, time and place mentioned in the data sheet under the title "Information to the Bidders" and will be uploaded in the <http://www.tenders.tn.gov.in/> as well as in SIPCOT's website (www.sipcot.tn.gov.in). SIPCOT reserves the right to change the date of such pre-bid meeting.

2.2.2 One representative of each firm interested to bid will be allowed to participate on production of an authorisation letter from the respective Firms. During pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of SIPCOT. SIPCOT will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

2.2.3 At any time before the submission of Proposals, SIPCOT may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be sent by mail to all tenderers who have been issued this RFP and will be binding on them. SIPCOT will also upload the addendum in its website. SIPCOT may at its discretion extend the deadline for the submission of Proposals.

2.3 Preparation of Proposal

2.3.1 Bidders are requested to submit a Proposal written in the English language.

2.3.2 In case if the Bidders wants to visit the proposed site for Plug and Play Factory Building at Medical Devices Park Oragadam, the costs and liabilities if any arising out of such visits by the bidders shall not be reimbursed by SIPCOT.

Technical Proposal

2.3.3 The bidder is required to submit the technical proposal as per the instructions provided in this RFP. The technical proposal should contain signed RFP, documents to be provided by the bidder to satisfy the minimum eligibility conditions as prescribed in this RFP.

Financial Proposal

2.3.4 While preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Financial Proposal Submission Form (Section VI).

2.3.5 Bidders must express the price of their services in Indian Rupees.

2.3.6 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the professional staff proposed for the assignment. SIPCOT will make its best effort to complete negotiations within this period. If SIPCOT wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

2.4 Bid Security, Submission, Receipt and Opening of Proposals

2.4.1 The Proposal (Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.2 A Bid Security for an amount of **Rs.23,000/-** (Rupees Twenty-Three Thousand only) in the form of a Crossed Demand draft payable at Chennai drawn in favour of "SIPCOT Limited." from any Scheduled bank in the name of tender/firm only shall be submitted along with the Original Proposals. Those proposals not accompanied by Bid Security will be treated as Nonresponsive and will be liable to be rejected. Bid Security of the successful bidder refunded after the work is completed. The Bid Security of the unsuccessful bidders will be returned within two weeks of completion of the selection process. SIPCOT is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award. A document fee of Rs. 6000 plus 18% GST (Rs. 6000+Rs. 1080= Rs. 7080) to be submitted along with bid security in the form of Demand Draft payable at Chennai drawn in favour of "SIPCOT Limited." from any Scheduled bank in the name of tenderer/firm only.

2.4.3 The original Technical and Financial Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" & "Financial Proposal" along with the Bid security & Document fee Demand Draft and the details requested in Section V - Standard Forms shall be placed into an outer envelope and sealed. This outer envelope shall bear submission address and other information indicated in the Data Sheet.

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2.4.4 The completed Technical and Financial Proposal together with the Bid security & Document Fee Demand Draft and the details requested in Section V - Standard Forms must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

2.4.5 The opening of Technical Proposal to be done in the presence of representatives from the respective bidders at the schedule mentioned in the RFP. Post opening of Technical Proposal and verification of the bid security & Document fee demand draft, the bidder qualification will be checked as per the minimum eligibility criteria mentioned in the RFP. After qualifying in the minimum eligibility criteria's, financial proposals of the qualified bidders will be opened.

2.4.6 After the deadline for submission of the Financial Proposal, it shall be opened immediately in the presence of the Bidders representatives.

Public Opening and Evaluation of Financial Proposals

2.4.6 Financial Proposals shall be opened publicly in the presence of bidder's representatives who choose to attend. Name of the bidder and the prices quoted by them shall be read aloud and recorded when Financial Proposals are opened.

2.4.7 The financial proposal, which has the lowest price will be considered as the L1 Bidder and the respective bidder will be called for negotiations.

2.5 Negotiations

2.5.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiations will include a discussion on the proposed methodology, staffing and any suggestions made by the firm to improve the Request for Proposal. SIPCOT and firm will then work out final Request for Proposal, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Request for Proposal will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to get the most the firm can offer within the available budget and to clearly define the inputs required from SIPCOT to ensure satisfactory implementation of the Assignment.

2.5.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, SIPCOT and the firm will initial the agreed contract. If negotiations fail, SIPCOT will invite the firm whose proposal was the second lowest bid to negotiate a contract.

2.6 Award of Contract

A Letter of Award (LOA) will be issued to the Successful Bidder followed by the negotiations by SIPCOT. The Successful Bidder shall, within 7 (Seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof.

2.7 Performance Security

Within five working days of the date of the Letter of Award from SIPCOT and prior to the execution of the agreement, the successful Bidder shall furnish to SIPCOT a Performance Security in the form of an irrevocable Bank Guarantee from any Scheduled Bank in favour of "SIPCOT Limited" enforceable in Chennai for an amount equivalent to 5% (Five Percent) of the Awarded Lump sum Fees in the Format given under Section VI of RFP. Failure of the Successful bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Award and to consider the second lowest bidder. The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such Guarantee (and the cost of Guarantee) shall be at the expense of the successful bidder.

2.8 Execution of Contract

After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it they shall execute the Contract within 10 (Ten) days from the date of receipt of acknowledgement of LoA. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified in Clause 3.4 of Section-III.

2.9 Commencement of assignment

The Bidder shall commence the Services immediately from the Date of signing of Agreement. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, SIPCOT may invite the second ranked Bidder for Contract signing. In such an event, the Bid Security and/ or the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by SIPCOT.

2.10 Confidentiality

Information relating to proposals shall not be disclosed to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.11 Dispute resolution

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. For any dispute arising out of this Agreement / Contract, only the Courts in Chennai shall have jurisdiction to settle such disputes.

2.12 Force Majeure

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of SIPCOT as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

2.13 Delays in the Services

In the event of delays in submission of the deliverables vis a vis the timeframe prescribed for the proposed Deliverables in Section-III of the RFP pertaining to the submission of the Deliverables, penalty will be levied at the rate of Rs. 2000 per day subject to a maximum of Five Percent (5%) of the Awarded Lumpsum Fees.

2.14 Conditions of Termination of Contract

SIPCOT shall have the right to terminate this contract in part or in full under any of the following circumstances:

- i. Time is the essence of the contract and therefore, the contract is liable to be terminated if the bidder fails to deliver the job within the stipulated date and time.
- ii. If the bidder has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- iii. In the event of non-performance / or unsatisfactory performance by the bidder.
- iv. If the bidder becomes bankrupt or otherwise insolvent.
- v. When both parties mutually agree to terminate the Contract.

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vi. Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.

vii. In any unlikely event of receipt of a termination notice from the Bidder, then after shall be discussed with SIPCOT and shall have to be mutually agreed.

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SECTION II

DATA SHEET

Clause Reference

3.1.1 Technical and Financial Proposal is requested.

1. Name of the Assignment: Selection of Consultant for providing Architectural and Engineering Consultancy services for Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam.

3.1.2 Clarifications requested will be given during the Pre-Bid meeting and / or will be communicated to all those to whom RFP has been sent by electronic mail. The timetable for the Bidding process is given below:

Milestone	Timeline
Issue of RFP	20.07.2022
Last date of receipt of queries	27.07.2022
Pre-Bid meeting	28.07.2022 at 03:00 PM
Cost of RFP documents	Rs.7080/- (Rupees Seven Thousand and Eighty) inclusive of GST (Rs. 6000 + 18% GST) in the form of crossed Demand Draft drawn in favour of SIPCOT Limited payable at Chennai from any Scheduled bank in the name of tenderer/firm only to be submitted
Bid Security	Rs.23,000/- (Rupees Twenty-Three Thousand Only) inclusive of GST in the form of crossed Demand Draft drawn in favour of SIPCOT Limited payable at Chennai from any Scheduled bank in the name of tenderer/firm to be submitted
Last date of submission of Bid proposal	08.08.2022 up to 03:00 PM
Date of opening of bid proposal	08.08.2022 at 04:00 PM
Opening of financial proposal	Will be informed later
Intended Completion Period	1.5 months (45 days) from the date of issue of LOA
Email Address(for sending queries if any)	pmu@sipcot.in , splpr2@sipcot.in , civil@sipcot.com

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3.1.4 Proposals should be submitted in the English language.

3.1.5 Proposals must remain valid for 90 days after the submission date.

3.1.6 Proposal to be submitted super scribed on the outer envelope should include:
Proposal for Selection of Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam.

3.1.7 Proposals must be submitted in hard copy only not later than 08.08.2022 up to
3.00 PM

Section-III

Terms of Reference

3.1 Background

Tamil Nadu is one of the most Industrialized State in the country and a favorable destination for investors. It is in the forefront of establishing Factory Parks and Special Economic Zones (SEZs) required for the development of industries. The State is already strong in the major Factory sectors of automobiles, auto components, engineering goods, leather, textiles, information technology, biotechnology, electronics, pharmaceuticals, chemicals, plastics, etc.

State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT) has envisaged to develop Medical Devices Park at Oragadam, Sriperumbudur Taluk, Kancheepuram District to a total extent of 350 acres, which is located at about 30 kms from Chennai. The Medical Devices Park focuses Testing Labs, EMI/EMC Centre, Rapid Prototyping, Innovation Hub, Skill Development Centre, etc. In the same park, it is proposed to establish a Plug and Play Factory building.

3.2 Introduction

Proposed site at Oragadam: SIPCOT envisages to establish Plug and Play Factory building at Medical Devices Park at Oragadam with a built-up area of 1,00,000 Sq ft spread in a total extent of 4.00 acres. The proposed land is already in possession of SIPCOT. The medical devices park is planned for the manufacturing of medical devices production. Hence, the Bidder may plan and design the proposed Factory buildings to meet the requirements of multiple sectors including medical devices. The exact location of the proposed site will be informed in the due course of time and will be communicated in the pre bid meeting.

3.3 Scope of Work

SIPCOT intends to develop the Plug and Play Factory Building (Pre-Engineered Building) with associated infrastructure facilities like roads, drains, water supply system, sewerage system, electrical systems, parking, facility management office, security room, firefighting systems, Heavy duty lifts, provision to move heavy machineries etc. The total built-up area for the Pre-Engineered Plug and Play Factory building of Grade-A type is estimated as 1,00,000 sq. ft for Oragadam.

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

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

A. Site appreciation and analysis:

- The Bidder shall undertake detailed site visit (prior information regarding site visit to be given to SIPCOT) to ascertain physical aspects of the site.
- **Site Surveys:** The bidder shall carry out topographical survey and geo-technical investigations for the identified site. Necessary soil investigation shall be carried out at the Site to assess the nature of soil. The soil tests would be undertaken in sufficient detail to arrive at the safe bearing capacity (design parameter). The number of boreholes shall be in accordance with the stipulations of the relevant IS (Indian Standards) codes. The bidder shall discuss the number of boreholes and trial pits and locations of the same on site with Client before proceeding to the investigations.
- **Preparation of contour map:** The Bidder shall prepare the contour map for the project site in (CAD format) with levels at 1 m intervals using plot levels taken at site based on MSL as directed by SIPCOT officers.

B. Master Plan/Layout Plans:

The bidder shall prepare a master plan for the 4.00 acres site clearly locating the built-up Plug and Play Factory, amenities, and other facilities for Oragadam site.

C. Detailed Design and Costing:

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

The detailed design consists of following stages:

Pre-Design Stage

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

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Design Stage

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

D. Procurement and Bid Process Management:

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

E. Approvals:

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

3.4 Project Completion milestone and schedule

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

The total time of completing the Architectural and Engineering consultancy work is 1.5 months from the date of issue of LOA. The time period will be reckoned from the date of the letter of acceptance (Letter of Intent) of offer for consultancy services.

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3.5 Payment Schedule

The Payment to be released to the bidder against completion of each stage as also indicated below:

For Architectural and Engineering Consultancy Services:

SL.No.	Activity	Payment for Activity % of Total fee	Cumulative % of Total fee
1.	Submission and approval of Conceptual plans along with Contour plans, Geo-Technical reports.	15	15
2.	Submission and approval of all drawings, elevation (3 options) and Walkthrough.	25	40
3.	Submission and approval of Detailed Estimates, Rate analysis along with Data's (Present PWD Schedule of Rates), Layout for building plan approval and also designs are vetted by Anna University/IIT, Chennai	35	75
4.	Preparation of Tender Documents	10	85
5.	Submission and approval of Tender Evaluation, Final LOA & Agreement	15	100

Payments to the Bidder will be released as per the above schedules. However, for part work done during any stage, payments will be permitted on pro-rata basis. Decision of SIPCOT will be final and binding in this regard.

Section-IV **Minimum Eligibility**

4.1 Minimum Eligibility Criteria

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

	Qualification and Experience	Documentary Proof
1	The company/Partnership/Proprietorship firm must be registered in Council of Architecture as per section 36 of the Architects Act.	Copy of the Registration Certificate
2	Technical Eligibility: a. Bidder should have been in the business for a period of 5 years and should have provided Comprehensive Consultancy /Engineering Services (single point responsibility) involving conceptual, basic design, structural designs, development of detailed drawings of Plug and Play manufacturing buildings/Industrial Building with associated infrastructure facilities including Electrical, ACMV, DG, Fire Fighting, BMS, Lifts, HVAC systems etc. (Format-B) b. Bidder should have completed the consultancy assignment for at least one project with the scope of work for Plug and Play manufacturing buildings/Industrial Building project with value of more than Rs. 12.00 Crores in the last 5 years. (Format-C) c. Bidder should have completed consultancy assignment for at least one project with the scope of work for Plug and Play manufacturing buildings/Industrial Building with built up area of at least 50,000 sq. ft. area in the last 5 years. (Format-D)	Copy of Work Order, copy of agreement and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received and the type of service rendered by the bidder. In case the Applicant doesn't have a Statutory Auditor, it shall provide a requisite certificate from the Chartered Accountant who usually audits annual accounts of the Applicant.
3	Financial Capacity: Should have an average annual turnover of at least Rs. 50 Lakhs in the last 3 financial years i.e., FY 2018-19, FY 2019-20, FY 2020-21 (Format-E)	Certificate(s) from its Statutory Auditors stating its turnover per annum during each of the 3 (three) financial years preceding the PDD.

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4	<p>Key Personnel:</p> <p>Team Leader-</p> <ul style="list-style-type: none"> • Graduate in Architecture or Civil Engineering. Post Graduate degree in Arch/Civil is preferred • Should have at least 15 years of experience in Factory buildings/factory building, PEB structures/factory buildings/RCC/PEB Structures <p>Structural Specialist-</p> <ul style="list-style-type: none"> • Graduate in Civil Engineering and Postgraduate in Structural Engineering. • Should have at least 12 years of experience in designing of factory buildings (RCC/ PEB Steel Structures) and infrastructure works systems, etc. <p>MEP Specialist-</p> <ul style="list-style-type: none"> • Graduate in Mechanical Engineering or Electrical Engineering or Environmental Engineering. • Should have at least 10 years of experience in design of MEP systems for Factory and specialized buildings, etc. <p>BoQ Specialist-</p> <ul style="list-style-type: none"> • Graduate in Civil Engineering. • Should have at least 08 years of experience in estimation of quantities, cost estimation, etc. <p>Procurement Specialist-</p> <ul style="list-style-type: none"> • Graduate in Civil Engineering. • Should have at least 08 years of experience in preparation of tender documents and procurement management of Factory and specialized buildings. 	Self-certified CVs of relevant personnel.
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4.2 Selection Process – Methodology

- (i) The Bidders are required to submit firm's eligibility, qualification and experience of the key professionals to be deployed for the assignment as indicated in section-IV
- (ii) The bidder's technical proposals will be evaluated for minimum eligibility as per section-IV.
- (iii) The Tender Scrutiny Committee of SIPCOT shall open the financial proposals only from the bidders qualified in minimum eligibility criterions.
- (iv) The lowest financial proposal will be considered as L1.
- (v) The L1 bidder may be called for negotiation.
- (vi) The next lowest financial proposal shall be kept in reserve and may be invited for negotiations in case L1 bidder withdraws or fails to comply with the requirements specified in this RFP.

Section-V

Standard Forms

Format-A

LETTER OF SUBMISSION

To

Date:

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

Sirs,

Sub: Submission of Tender for Selection of Engineering Consultant (EC) for Architectural, Engineering and Supervision Consultancy Services for Establishment of Plug and Play Factory Building at SIPCOT Medical Devices Park, Oragadam.

1. Having examined the details given in the Invitation to Tender for the services referred under subject above we hereby submit the information and relevant documents.
2. We hereby certify that all the statements made, and information supplied in the enclosed formats A to H and accompanying statements are true and correct.
3. We have furnished all information and details necessary for selection and have no further pertinent information to supply.
4. We submit the firm's eligibility and CVs of key personnel showing their qualifications and experience duly certified by them.
5. We hereby certify that we have gone through all the terms and conditions of the Tender and we confirm that we signed in all pages of tender documents as a token of acceptance of tender conditions.
6. Check List is enclosed.
7. I/ We hereby agree to abide by the decision of SIPCOT, in all matters relating to tender.
8. We enclose a Demand Draft for Rs.23,000/- towards Earnest Money Deposit.

Yours faithfully,

Signature :
Name of authorized person :
Designation :
Name of the company :

Selection of Consultant for providing Architectural and Engineering Consultancy services for Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-B

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

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

Copy of Certificate of incorporation to be enclosed

Signature of Tenderer

Official seal of the Company

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-C

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

Bidder should have completed the consultancy assignment for at least one project with the scope of work of Plug and Play manufacturing buildings/Industrial Building with associated infrastructure facilities with value of more than of Rs.12.00 crores in the last 5 years.

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

The following are enclosed:

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

Signature of Tenderer

Office Seal of the Comp

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-D

TECHNICAL QUALIFICATION

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

Bidder should have completed the consultancy assignment for at least for one project with the scope of Plug and Play manufacturing buildings/Industrial Building with associated infrastructure facilities with more than the 50,000 sq.ft. area in the last 5 years.

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

The following are enclosed:

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

Signature of Tenderer

Official Seal of the Company

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-E

DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE 4.1

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

SL. No.	Year	Annual turnover from Indian operations	Value in Indian Rupees
1	01.04.2018 to 31.03.2019		
2	01.04.2019 to 31.03.2020		
3	01.04.2020 to 31.03.2021		

Note:

- (i) Annual Report to establish the Annual Turnover of the company for the last 3 years, enclosed.

Auditor certificates to establish annual turnover for during the last 3 years, enclosed.

Signature of Tenderer

Official Seal of the Company

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-F

Key Personnel

Give details of key personnel in the following proforma (Separate sheets may be closed)

A.	Key Technical and Administrative Personnel and Consultants: 1) Individual's Name 2) Qualification (Degree / Postgraduate) 3) Present position in office 4) Total Professional experience and details of works carried out 5) Total number of experience in Plug and Play Manufacturing Buildings/Industrial Buildings/RCC/PEB Structures 6) Number of years with the applicant 7) Languages known 8) Additional information 9) Please enclose separate sheet for each category viz., Team Leader, Structural Specialist, MEP Specialist, BoQ Specialist, Procurement Specialist	
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Date of Submission

Signature of Applicant with Official Seal

FORMAT - G

Performance Guarantee in the form of unconditional bank guarantee

BG No.-----

Date:-----

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

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

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

2. We, ----- Bank Ltd., ----- do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of

breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees ----- Only).

3. We, ----- Bank Ltd., ----- undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor with us and/or in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

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

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

Now withstanding anything herein contained.

1. Our Liability under this guarantee shall not exceed Rs. -----/- (Rupees ----- Only).
2. The Guarantee shall be valid upto -----
3. Unless a claim in writing is lodged with us on or before date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
4. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SIPCOT serve upon us a written claim or demand and said claim or demand should reach the Bank ----- Bank Ltd., ----- on or before -----
5. This bank guarantee is not assignable and not transferable to third party.
6. This guarantee shall automatically stand cancelled after the expiry date, notwithstanding that the original Guarantee document may not be returned to us by SIPCOT.
7. The Bank Guarantee confirmation letter is integral part of the B.G. No----- dated. -----

Dated at.....on.....day of March 2021

Signature, name and designation of the authorised signatory:

Name of Bank:

Address:

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Format-H

Format for Earnest Money Deposit

(In the letter head of the Bidder)

To

The Managing Director

SIPCOT Ltd.

No.19-A, Rukmani Lakshmipathy Road

Egmore,

Chennai-600008.

Dear Sir,

Sub: Proposal for Selection of Engineering Consultant (EC) for providing Architectural & Detailed Engineering Consultancy Services for Establishment of Plug and Play Factory Building at SIPCOT Medical Devices Park, Oragadam– Earnest Money Deposit -Reg.

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

We understand that

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

Yours Sincerely

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

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

Section-VI

Financial Proposal Submission – Format

[Location, Date]From:(Name & Address of the Consulting Agency)

The Managing Director
SIPCOT Limited,
No.19-A, Rukmani Lakshmipathy
Road, Egmore, Chennai-600008.

Dear Sir,

Sub: Proposal for Selection of Engineering Consultant (EC) for providing Architectural and Engineering Consultancy Services for **Establishment of Plug and Play Factory Building at SIPCOT Medical Devices Park at Oragadam**– Financial Proposal Submission –Reg.

We, the undersigned offer to provide Consulting Services for the above in accordance with your mail for engaging Architectural and Engineering Consultancy Services for the **Establishment of Plug and Play Factory Building at SIPCOT Medical Devices Park at Oragadam**. Our attached financial proposal is of Rs. /- (Rupees Only/-). This amount is Exclusive of GST.

Our financial proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of validity period of the proposal, i.e., date.....2022.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

Lumpsum fee for providing services including out of pocket expenses and all other expenses, net of taxes complete but excluding GST separately for Design and Engineering Consultancy as follows:	Fee in Rs. (Rupees in words)
---	-------------------------------------

Yours sincerely, Authorized Signatory
Name and Title of Signatory:
Name of the Firm:
Address

Section-VII

ARTICLES OF AGREEMENT–Draft

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

ARTICLES OF AGREEMENT made on this..... day of2022 between SIPCOT having its office at No.19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai-600 008 (Hereinafter called "the SIPCOT" which includes its Successors, Administrator, Executors etc.) represented by its....., of the one part and of the other part whose registered office is situated at..... (Hereinafter called "The Bidder" which includes its Successors, Administrator, Executors etc.) represented by its Managing Director /Director /Authorized official or partner(s) Mr.....

WHEREAS the SIPCOT is desirous of availing the Services of the Bidder for Providing **Engineering Consultant (EC) for Architectural and Engineering Consultancy Services for Establishment of Plug and Play Factory Building at SIPCOT Medical Devices Park, Oragadam.**(hereinafter called "the Service") showing and describing the services to be done by the Bidder as mentioned in the RFP prepared by M/s. SIPCOT Ltd. No.19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai-600008.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the Bidder will carry out and complete the assignment mentioned in the Tender Document keeping all the conditions mentioned in the RFP.
2. SIPCOT will pay Bidder the said contract amount Rs /-
(Rupees..... Only) (herein after referred to as "the agreed Sum") as per the payment terms mentioned in this RFP.

Selection of Consultant for providing Architectural and Engineering Consultancy services for Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

3. The said Condition and appendix there to shall be read and construed as forming part of this Agreement, and the parties here to shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Service Contract but is a Contract to provide the services as detailed in the Tender document in respect of provision for the above-mentioned project to Providing Engineering Consultancy Services to be paid according to actual services performed at the lump sum rates contained as provided in the said Conditions.
6. The SIPCOT reserves to itself the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by the SIPCOT on the scope and the Consultant shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the SIPCOT. The Consultant will only be paid for the actual services performed and works done payable at the accepted unit rates.
7. Time shall be considered as the essence of this contract and the consultant hereby agrees to commence the work from the date of acceptance letter issued by SIPCOT as provided for in the said conditions and to complete the entire work within the stipulated period or the extended period as granted by the SIPCOT.
8. The consultant should have Insurance Policy for the contract value for the contract period to cover their work men deployed and the associated risk for the assigned work.
9. The Time Schedule and Payment Terms for the Engineering Consultancy Services to be carried out as mentioned in Section-III under scope of work in Page No. 15 and 16.
10. All payments by SIPCOT under this contract will be made only through Banking Channel at Chennai in Indian Rupees.
11. The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain EPF of workers, compensation and employment liability insurance for their staff on the assignment.
12. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection, with the services which results from the fault of the consultant or its staff.
13. The Consultant shall indemnify and hold harmless against any / all claims, demands and /or judgments of any nature brought against the Client arising out of the services by the consultant under this agreement and in any case of claims, demands made

Selection of Consultant for providing Architectural and Engineering Consultancy services for Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam against the Client, the liability of the Consultant shall be upto a maximum of 30% of the total consultancy fee.

14. All reports and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of the Client. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
15. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
16. The Consultant will not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
17. The Client shall deduct the Tax Deduction at Source at the time of release of payment at every state as mentioned in this agreement.
18. The Consultant has agreed that all knowledge and information not within the public domain which may be acquired during the carrying out of this assignment, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of Client.
19. **Termination:** The Client reserves the right to terminate this contract, if the service rendered by the EC Consultant has not been performed covering all the aspects on the terms of reference and to the satisfaction of client, or on the grounds of negligence of obligations as per the accepted bid conditions or any other reasons not attributable to the Client and on account of any Force Majeure events that may be decided by the solely at the discretion of Client. In the event of termination, the compensation shall be restricted up to the amount paid by the Client and no claim whatsoever for any compensation shall be entertained by Client. In the case of termination, both the parties shall give 30 days' notice of termination of the contract on either side.
20. **Penalty:** During the currency of the agreement if the Consultant is not in a position to complete the services as agreed to in Para1 and within the time stipulated therein and if the Consultant requires further time for completion of the same, the Client reserves the right to offer extension of time, if the reasons attributed for the delay is beyond the control of the Consultant and shall levy Rs.2,000/- per day for the extended period for each milestone.

The maximum amount of liquidated damages for the whole of the works is 5% of final contract price.

Selection of Consultant for providing Architectural and Engineering Consultancy services for Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam

21. Except as in the circumstances/manner below, all disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to resolve the same.

On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall as soon as practicable give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and conciliation Act (Amendment) 2015 as amended time to time. In case of dispute between the Engineering Consultant and the SIPCOT, then this may be referred to Arbitrator. If the Arbitrator suggested by the SIPCOT is not acceptable to the Engineering Consultant, two Arbitrators one by the Engineering Consultant and the other by the SIPCOT will be nominated. The Third Arbitrator who will be the Chairman will be appointed by Council of Arbitration.

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

If the Consultant is a partnership or an individual:

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

If the Consultant is a Company:

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

Selection of Consultant for providing Architectural and Engineering Consultancy services for
Establishment of Plug and Play Factory Building at Medical Devices Park, Oragadam