



THE MANAGING DIRECTOR, BUREAU FOR FACILITATING MSMEs OF TAMIL NADU (FAMETN)

MSME DEPARTMENT, GOVERNMENT OF TAMIL NADU

1st Floor, SIDCO Corporate Office Building, Guindy, Chennai - 600032

RfP. No. 121/FAMETN/2024 dated February 3, 2024

Letter of Invitation

Subject: Request for Proposal (RfP) for **Appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)**

Dear Sir/ Madam,

The **“Authority”**: the **General Manager, FaMeTN, Government of Tamil Nadu**, through the current Request for Proposal (**RfP**) intends to select,

A Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP).

Purpose: The Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) is responsible for implementing the Agro-Industrial Corridor in the delta districts (Thanjavur, Tiruvarur, Mayiladuthurai, Nagapattinam, and Tiruchirappalli) of Tamil Nadu which was announced in the Agriculture Budgets of Tamil Nadu in 20-21 and 23-24. FaMeTN intends to engage a PMU (single firm, consortium not permitted) to obtain support in the implementation of this project.

Territory: in the Indian State of Tamil Nadu,

following the **Quality and Cost Based Selection (QCBS) through the end-to-end electronic-Bid facility** provided by the Government of Tamil Nadu on the portal <https://tntenders.gov.in/> as per the timelines given in the schedule below.

The bidders responding to this RfP need to pay Earnest Money Deposit according to the schedule in the Request for Proposal.

RfP process for the Authority shall be valid even if there is only one qualified bidder, provided that the bidder qualifies according to the criteria stated.

Schedule of the selection process and on-boarding of the vendor

All times are in Indian Standard Time (IST) and no exceptions will be made for late submissions. The Authority will endeavor to follow the schedule below:

Sl.	Description of milestones	Latest by
1	Date of Invitation for bids	3-Feb-2024
2	Pre-bid meeting (PBM): Online and Offline	5-Feb-2024 (11 AM)
3	Due date & time for downloading the bid documents	One hour before BDD
4	Bid Due Date (BDD) & time for submission of bids	13-Feb-2024 (11 AM)
5	Date of opening of Technical Bid and evaluation of technical bids	13-Feb-2024 (11 AM)
6	Presentation to panel of experts	16-Feb-2024 (10 AM onwards)
7	Date of opening of Financial Bid	17-Feb-2024 (11 AM)
8	Date of finalising successful bidder after negotiations	17-Feb-2024
9	Communication to successful bidder and commencement of work	17-Feb-2024
10	Issue of work order to successful bidder	17-Feb-2024
11	Signing of agreement	30 calendar days from opening of financial bid
12	Submission of bank guarantee	15 calendar days from signing of Agreement
13	Period of engagement	2 years, extendable by one additional year on mutually agreeable terms and conditions.
14	Bid validity	Six months from the BDD
15	EMD to be paid on e-bid portal	Rs. 1,00,000
16	Bank Guarantee	5% of the finally negotiated financial proposal
17	E-bid portal	https://tntenders.gov.in/

Bidders are invited to participate in the same and submit Technical Proposals (termed as the " Proposal"), in English language for the aforesaid Project in accordance with this RfP which is attached to this letter/ uploaded on the portal. The Proposals must remain valid for a period of 6 months after the proposal submission deadline or Bid Due Date. During this period, the Bidder is expected to keep available the Team members proposed for the Project. The Authority will make its best effort to complete the process within this period. If the Authority wishes to extend the validity period of the Proposals, it may ask the Bidders to extend the validity of their Proposals for a stated period. Bidders, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals and withdraw their Proposals without consequences.

Material deficiencies in providing the information requested or incomplete Applications/ Proposals may result in rejection of a Proposal. Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Bidders should familiarize themselves with the Letter of Invitation and the RfP and the local conditions and take them all into account while preparing their Proposals. The Authority shall not be responsible for any lack of information or lack of clarity in the RfP in this regard. The comments and suggestions provided by the Bidder on the RfP/Terms of Reference are not binding and shall not affect the proposal unless the Authority issues a corrigendum or addendum on the e-bid platform.

Bidders must fulfil the following prerequisites:

Sl.	Pre-Qualification (PQ) Criteria
1	The Bidder should be registered in India under the Companies Act/ LLP Act and should have been in existence for at least 5 years on the date of publication of tender with experience in the said field.
2	The Bidder should have worked/ should be working with at least 2 government departments/ entities in India as a Project Monitoring Unit (PMU) in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY 22-23, FY 23-24), with a project duration of at least 1 year. The projects where the bidder was a consortium member also can be submitted as proof.
3	The Bidder should have completed/ should be carrying out projects related to the agro and food processing sector with an aggregate project value of at least Rs. 1 crore in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY 22-23, FY 23-24) with at least 2 government departments/ entities in India.
4	The Bidder should have an aggregate turnover of at least Rs. 10 Crore in the past three years (FY 20-21, 21-22 and 22-23).
5	The Bidder should not have been blacklisted by Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments as on bid submission date.
6	EMD should be submitted for Rs. 1,00,000 through NEFT and details given on the e-bid portal. <i>Note: Micro and Small Enterprises with a valid Udyam certificate shall be exempt from paying EMD amount.</i>

The bidding documents can be downloaded free of cost on the e-bid portal by bidders registered on the portal <https://tntenders.gov.in/>. The details for registering on the portal are given in Appendix IV.

- Interested bidders shall submit the response to the RfP in the prescribed format on bid due date on the e-bid portal only as this is an end-to-end electronic bid.
- A pre-bid meeting is proposed on the e-bid portal on the date(s) stated above.

- The duly filled bids in proper format shall be submitted online on the e-bid portal only as indicated below:
 - Technical Proposal and Earnest Money Deposit (EMD)/ Bid Security (refundable).
 - Financial Proposal.
- Proposals received without evidence of Earnest Money Deposit (EMD)/ Bid Security will not be opened and will be summarily rejected.
- The last date for submitting the bids is the Bid Due Date.
- All amendments, addenda/ corrigenda, clarifications etc., will be uploaded on the e-bid portal only and will not be published or communicated otherwise. The bidders should regularly visit the e-bid portal to keep themselves updated regarding this RfP.

Bidders are requested to submit their Proposal strictly in the formats provided as part of this RfP on the portal only in English. No proposal shall be manually or physically received. Bidders shall bear all costs associated with preparation and submission of their proposals. The Authority will evaluate only those Proposals that are complete in all respects. Any supporting documents submitted by the Bidder with its Proposal or subsequently, in response to any query/ clarification from Authority shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

If any of the dates mentioned in this document coincide with Govt. holidays or any delays are caused on account of technical reasons (technology/ internet issues) because of which the portal is not functioning as acknowledged by the Authority in its sole and final discretion, the next working day will be considered as a scheduled date for the relevant milestones.

All bidders should be registered on the e-bid portal using a Class 3 Digital Signature Certificate (DSC) at their own cost for participation in this bid and the PBM.

Thanking you,
Yours faithfully,

Sd/-

The General Manager, FaMeTN,
MSME Department,
Government of Tamil Nadu.

REQUEST FOR PROPOSAL

RfP No: 121/FAMETN/2024

Appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)

FaMeTN

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Phone: 044-29530112/ 29530113/ 29530114;
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Issued on: February 3, 2024

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Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for the Authority to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees 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.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder, as the case may be, for the consultancy.
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Introduction

FaMeTN was established as MSME Trade and Investment Promotion Bureau (MTIPB) in accordance with G.O. Ms. No. 8 of the MSME Department dated 24.01.2019 as an autonomous body by the MSME Department to facilitate MSMEs of Tamil Nadu. The FaMeTN is responsible for performing promotional, facilitative, directive and collaborative functions. FaMeTN shall also play a key role in conceptualising and brain-storming on all developmental interventions of the MSME department.

The establishment of the Tamil Nadu Agro-Industrial Corridor in the delta districts of Thanjavur, Thiruvarur, Mayiladuthurai, Nagapattinam, and Tiruchirappalli was announced in the Agriculture Budget for 2021–2022. In accordance with this announcement, a consultant was hired by FaMeTN to prepare a Detailed Project Report (DPR) to outline a proposed way forward to develop the Agro-Industrial Corridor. The DPR was submitted to the government on 7th March, 2023. The report recommends the demand-supply mapping, business and operational models, necessary infrastructure developments and key interventions for the proposed corridor's success.

After scrutinizing the DPR, it was announced in the Agriculture Budget of Tamil Nadu for 2023-2024 that the Agro Industrial Corridor which was announced in the previous budget, will be implemented at an outlay of ₹ 1,000 Crore over the next five years. Based on the announcement and wide G.O. (Ms.) No. 84, Issued by the Government, FaMeTN is entrusted with the responsibility of implementing the Agro-Industrial Corridor. FaMeTN plans to engage a Project Monitoring Unit for implementing this project.

The modalities of implementation and the role of the Project Monitoring Unit have been detailed in the Terms of Reference (Section 5) of this document. The Authority invites proposals from eligible bidders.

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

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.</p> <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) "Authority" means Tender inviting authority i.e., General Manager FaMeTN and tender accepting authority, i.e., Managing Director, FaMeTN.</p> <p>(d) "Bidder" means an Entity that submits a bid. Consortium shall not be permitted.</p> <p>(e) "Contract" means a legally binding written agreement signed between the Authority and the successful Bidder and includes all additional documents as may be specified by the Authority.</p> <p>(f) "Data Sheet" means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(g) "Day" means a calendar day.</p> <p>(h) "E-bid portal" means https://tntenders.gov.in/.</p> <p>(i) "Entity" means a Firm/ Company with a distinct legal identity.</p> <p>(j) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(k) "in writing" means communicated in written form duly signed by the competent person authorized by the entity (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Authority) with proof of receipt;</p> <p>(l) "ITB" (this Section 2 of the RfP) mean the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(m) MSME means an industry defined and classified as follows:</p> <ol style="list-style-type: none"> i. A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees. ii. A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.
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	<p>iii. A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.</p> <p>accepted to be in effect from 01.07.2020.</p> <p>(n) "Proposal" means the Technical Proposal of the bidder.</p> <p>(o) "Relevant Sector" means agro and food processing, agro and food technology, agro and food logistics and distribution, food safety and quality assurance, agro and food retail and marketing, agribusiness and agribusiness financing, research and development in the agro and food processing sector.</p> <p>(p) "RfP" means this Request for Proposal prepared by the Authority for the selection of Vendor.</p> <p>(q) "Services" means the work to be performed by the vendor pursuant to the Contract.</p> <p>(r) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Authority and the vendor, and expected outcomes.</p> <p>(s) "Vendor" means a legally established entity/ entities that may provide Services to the Authority under the Contract.</p>
<p>2. Introduction</p>	<p>2.1 The Authority named in the Data Sheet intends to select a Bidder in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Bidders are invited to submit a Technical Proposal for the project named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected/ successful Bidder.</p> <p>2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Bidder's expense.</p> <p>2.4 This tender is governed by the provisions of the Tamil Nadu Transparency in Tenders Act 1998 and the Rules thereunder. Any bidder aggrieved by any order passed by the Authority, under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt. No appeal shall be preferred while the tender is in process until the tender is finalized and letter of award is issued by the Authority.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Bidder is required to provide services, at all times holding the Authority's interest paramount, strictly avoiding conflicts with other</p>

	<p>assignments or its own corporate interests, and acting without any consideration for future work as per the Integrity and Avoidance of Conflict of Interest Pact as per Appendix V to this RfP.</p> <p>3.2 The Bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
a. Conflicting projects	(i) <u>Conflict among projects</u> : A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
b. Conflicting relationships	(iii) <u>Relationship with the Authority's staff</u> : a Bidder (including its Experts) that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	<p>4.1 Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the Data Sheet and make available to all Bidders together with this RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.</p> <p>If a self declaration to this effect is found to be false, it may lead to the disqualification of the bidder or the termination of the contract and/ to sanctions by the Authority at the sole discretion of the Authority.</p>
5. Corrupt and Fraudulent Practices	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Authority.</p>
6. Eligibility	6.1 The Authority permits Bidders, from India to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of India/ Tamil Nadu/ other state governments in

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

B. PREPARATION OF PROPOSALS

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

	<p>challan from bank/ transaction receipt of online NEFT transfer will have to be submitted as per template provided in Appendix IA.</p> <p>Other details required to be furnished by the bidder as part of Appendix IA of the RfP with respect to EMD are as below:</p> <ul style="list-style-type: none"> • Proof of EMD paid: scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer. • The details given in the following format typed against purpose/ comments/ subject Tamil Nadu Agro Industrial Corridor PMU -EMD-bidder name. • Bidder's Bank details <ul style="list-style-type: none"> • Bank name: • IFSC code: • Bank Account Name: • Bank Account number: • Transaction Reference number: • If the EMD has to be returned after the procurement process, would the bidder like the EMD to be returned to the bank A/c from which the transfer was made: Yes/No. <p>11.3 The EMD amount shall be paid to the below mentioned Bank account with the purpose/ subject/ comments as Tamil Nadu Agro Industrial Corridor PMU -EMD-bidder name.</p> <p>11.4 Account Details of the Authority to which EMD should be credited:</p> <p>Bank: Indian Overseas Bank</p> <p>Account Name: Bureau for Facilitating MSMEs of Tamil Nadu</p> <p>Account number: 144701000004131</p> <p>IFSC code: IOBA0001447</p> <p>Branch: SSI-Guindy</p> <p>11.5 The bidder may go to their branch and provide the account details of the Authority given in the paragraph above. The branch will do the NEFT transaction and provide the transaction reference number which must be mentioned in the response AND copy of the transaction challan from the bank has to be scanned and attached along with the application.</p> <p>11.6 NEFT from account online: The bidder has to login to their bank account and make a NEFT payment to the account of the Authority. In comments "Tamil Nadu Agro Industrial Corridor PMU -EMD-bidder name" should be mentioned. The transaction reference should be noted and mentioned in the response. Electronic copy of transaction receipt should be attached along with the response.</p>
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	<p>11.7 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet.</p> <p>11.8 Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 60 days after final acceptance of bid and signing of contract.</p> <p>11.9 EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RfP.</p> <p>11.10 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -</p> <ul style="list-style-type: none"> • When the bidder withdraws or modifies his bid proposal after opening of bids. • When the bidder does not execute the agreement after placement of order within the specified time. • When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Bidder shall maintain its original Proposal and the financial proposal without any change.</p> <p>12.3 If it is established that any Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
<p>13. Clarification and Amendment of RfP</p>	<p>13.1 The Bidder may request a clarification of any part of the RfP during the period indicated in the Data Sheet before the Proposal's submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Authority's address indicated in the Data Sheet. The Authority will respond by standard electronic means (including an explanation of the query but without identifying its source) to all Bidders wherever relevant. Should the Authority deem it necessary to amend the</p>

	<p>RfP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Authority may amend the RfP by issuing an amendment by standard electronic means on the e-bid portal. The amendment will be binding on them. The Bidders need not acknowledge receipt of all amendments in writing as the submission of their bids on the portal is deemed to be such acknowledgement.</p> <p>13.1.2 If the amendment is substantial, the Authority in its sole discretion may extend the proposal submission deadline to give the Bidders reasonable time to take that amendment into account in their Proposals.</p> <p>13.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be opened on the e-bid portal if it is received after the BDD and time.</p>
<p>14. Technical Proposal Format and Content</p>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RfP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RfP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) expenses indicated in the Data Sheet.</p>
<p>15. Price Adjustment</p>	<p>15.1 The vendor shall agree to carry out any additional assignment during the assignment period as per instruction of the Authority, the remuneration of the additional assignment will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the vendor as FIN-2 will be used for arriving at the payment for the same.</p>

C. SUBMISSION, OPENING AND EVALUATION

<p>16. Submission of Proposals</p>	<p>16.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission will be done on the e-bid portal only.</p> <p>16.2 An authorized representative of the Bidder shall digitally sign the original submission letter in the required format for the Technical and Financial Proposals using their Class 3 Digital Signature Certificate (DSC).</p> <p>16.2.1 Only the Proposal Submission Form (FORM TECH-1) and Financial Proposal Submission Form (FORM FIN-1) need to be</p>
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	<p>signed physically by the authorised representative. Such physically signed pages should be scanned and uploaded OR the physical signature of the authorised representative can be scanned and pasted on the forms specified above.</p> <p>16.2.2 The authorization, authorizing the Bidder’s representative to sign the bids shall be in the form of a written power of attorney attached to the Technical Proposal and Financial Proposal.</p> <p>16.3 Any modifications and revisions shall be valid as long as these are uploaded by the authorised person using the DSC.</p> <p>16.4 The Proposal or its modifications must be uploaded in the e-bid portal indicated in the Data Sheet and received by the Authority no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Authority after the deadline shall be declared late and rejected, and shall remain unopened on the e-bid portal.</p>
17. Confidentiality	<p>17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>17.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such bidders may be subject to the application of prevailing Authority’s sanctions/ penal procedures.</p> <p>17.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if any Bidder wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.</p>
18. Withdrawal of Bid	<p>18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received on the e-bid portal prior to the BDD and time. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the BDD and time.</p>
19. Opening of Technical Proposals	<p>19.1 The Authority’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders’ authorized representatives who choose to attend (electronically or in person). The opening date, time and the address are stated in the Data Sheet.</p> <p>19.2 At the opening of the Technical Proposals the following shall be made known: (i) the name and the country of the Bidder and/ or the name of the lead member and the names and the countries of all members; (ii) whether there are any modifications to the</p>

	Proposal submitted prior to proposal submission deadline and, (iii) any other details as maybe required.
20. Proposals Evaluation	20.1 The Bidder is not permitted to alter or modify its Proposal in any way after the BDD and time. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Technical Proposals, initially.
21. Evaluation of Technical Proposals	<p>21.1 The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RfP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.</p> <p>21.2 An expert committee shall award marks to each of the qualified bidders for their presentation and also reconfirm marks already awarded in the technical scores on the basis of expertise of the experts whose CVs were included in the Technical Proposal.</p> <p>21.3 The presentations can be made physically or electronically.</p>
22. Financial Proposal and overall evaluation	<p>22.1 The Authority's evaluation committee shall open the Financial quotations only for those bidders who are 'Technically Qualified' on the basis of the scores given by the expert committee.</p> <p>22.2 The overall score of the bidders will be a weighted average of their technical and financial scores as per the criteria specified in the Data Sheet.</p>

D. NEGOTIATIONS AND AWARD

23. Negotiations	<p>23.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder. Physical presence of all concerned during negotiations is preferred.</p> <p>23.2 The Authority shall prepare the contract on the basis of these negotiations. There shall be no separate minutes for negotiations.</p>
a. Availability of Key Experts	<p>23.3 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Authority proceeding to negotiate the Contract with the next-ranked Bidder. In the same way the Authority can proceed to the next-ranked bidder as the case maybe, if needed.</p> <p>23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not</p>

	<p>foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>23.5 Penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN-2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. For any change request of Key Experts, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by Authority. For the period for which replacement is not available, no payment will be made for the relevant expert.</p>
b. Technical negotiations	<p>23.6 The negotiations include discussions of the Terms of Reference (ToRs), the proposed methodology, the Authority's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract.</p>
24. Conclusion of Negotiations	<p>24.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Authority and the Bidder's authorized representative.</p> <p>24.2 If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so. The Authority will invite the next-ranked Bidder to negotiate the Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier negotiations.</p> <p>24.3 Once basic agreement is reached by the Authority and the successful bidder, the communication will be issued by the Authority to the bidder that the bidder has emerged successful or has been selected.</p> <p>24.4 Then the work order will be issued, after which work can commence. The contract may tentatively be signed with the Authority as per timelines mentioned in the Letter of Invitation.</p>
25. Award of Contract	<p>25.1 After signing of the contract with the Authority, the selected bidder shall submit Performance Bank Guarantee within 15 days.</p> <p>25.2 The Authority shall then issue the letter of award to the selected bidder and publish the award information as per the instructions</p>

	<p>in the Data Sheet; and promptly notify the other shortlisted bidders and take steps to return the EMD.</p> <p>25.3 The Vendor is expected to commence the assignment on the date of communication of the successful bidder and the issue of work order and not wait for the signing of the contract.</p> <p>25.4 In case negotiations fail after commencement of work but before signing the contract, the payment for the work done will be made pro-rata as per the payment schedule specified.</p>
26. Performance Guarantee	<p>26.1 Within 15 days from the date of signing of contract, the successful bidder company/ firm/ lead bidder shall furnish the Performance Guarantee of an amount equal to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.</p> <p>26.2 The selected bidder shall submit the Bank Guarantee for Performance Guarantee for 12 months.</p> <p>26.3 Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment as evidenced from the date of last payment effected.</p> <p>26.4 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> • When any terms and condition of the contract is breached. • When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order. <p>26.5 Vendor has to follow the working hours, working days and Holidays of Government of Tamil Nadu. However, resources and key experts shall be available on a holiday if so required by the Authority. No extra payments will be made for working on extended hours Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules.</p>
27. Liquidated Damages	<p>27.1 The time specified for delivery in the RfP shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.</p> <p>27.2 The selected bidder shall request in writing to the Authority giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.</p> <p>27.3 The Authority shall examine the justification of causes of hindrance in the delivery of service and the period of delay</p>

	<p>occurred due to that and grant extension with or without liquidated damages. If the Authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service.</p> <p>27.4 It shall be at the discretion of the Authority to accept or not to accept the supply of services rendered by the Vendor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Authority shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of services is not accepted, the payments may also be affected.</p> <p>27.5 If the Authority is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.</p> <p>27.6 Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.</p> <p>27.7 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p> <p>27.8 Extension of time about which the Authority has not responded in the negative, may be taken as granted, if the Vendor can prove that the Authority was made aware of such extension request.</p>
<p>28. Knowledge Transfer</p>	<p>28.1 The Vendor will initiate the knowledge transfer to FaMeTN. Upon full and final payment, Authority shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, publish, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Authority. All the intellectual property rights in the Deliverables shall be the sole and exclusive property of the Authority after full and final payment for a period of ten years. Subject to obligations of confidentiality and written permission of the Authority, the bidder shall be free to publish in any form, the concepts, techniques and know-how used and developed on the Project after a period of ten years from the date of full and final and final payment. In any event, the Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with those</p>

		produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.
29. Penalty Clause	29.1	The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any unapproved delay in achieving the milestones except approved by the Authority in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the unapproved delay is beyond 30 days, the Authority has the right to issue the termination notice.
30. Payment Procedure	30.1	Vendor will follow the payment procedure mentioned in Section 5.
	30.2	The consolidated invoice will be generated and submitted on completion of the deliverables/ man-month as per instructions mentioned in Section 5.
	30.3	Authority will process and make payment to the Vendor within 30 days of the invoice date after the Authority is satisfied with the work done. Should there be any observation to correct the invoice/progress report, same would be communicated within 14 days of invoice submission date; else it would be deemed to be accepted and payment shall be processed. The Vendor will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.
31. Conduct of Vendor Manpower	31.1	The conduct of Vendor will be in line with best practices throughout the term of the contract.
	31.2	Vendor cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death unless there is written approval of the Authority which may be provided in very rare situations. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN 2 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. For any change request of Key Experts, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by the Authority. In any case, payment shall not be made for the relevant expert, until a qualified substitute (expert) is made available.
	31.3	The Key Experts normally have to be full- time on this project as per the RfP. In case of expansion of scope of work, the Key Experts will be paid based on their deployment on the project. Relaxations to this clause shall be provided only at the discretion of the Authority in special cases.

E. OTHER TERMS AND CONDITIONS

32.Interpretation	<p>32.1 Entire Agreement: The Contract constitutes the entire agreement between the Authority and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>32.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the Authority.</p> <p>32.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
33.Governing Law	<p>33.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State / the Country (India) and under the jurisdiction of Madras High Court.</p>
34.Force Majeure	<p>34.1 Definition - For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>34.2 No breach of Agreement - The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Vendor shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in</p>

	<p>performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p> <p>34.3 Measures to be taken</p> <ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. • The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. <p>34.4 Extension of time - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>34.5 Consultation - Not later than thirty (30) days after the Vendor has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p>35.Change Order and Contract Amendments</p>	<p>35.1 The Authority may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>35.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority's order. The rate-contract enclosed in the FIN-2 will be used to calculate the cost of the additional work/ change request. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
<p>36.Termination Clauses</p>	<p>36.1 Termination for default - The Authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the</p>

	<p>following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> • If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority; or • If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or • If the selected bidder, in the judgment of the Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract or in breach of the Integrity and Avoidance of Conflict of Interest Pact. • If the selected bidder commits breach of any condition of the contract. • If the Authority terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited. <p>36.2 Termination for Insolvency - The Authority may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority.</p> <p>36.3 Termination for Convenience - The Authority, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, the Authority will pay for all the pending invoices as well as the work done till that date by the Vendor.</p> <p>36.4 Termination by the Authority - The Authority may, by not less than thirty (30) days written notice of termination to the Vendor, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Vendor fails to comply with any final decision reached as a result of arbitration proceedings or • The Vendor submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Vendor knows to be false • Any document, information, data or statement submitted by the Vendor in its Proposals, based on which the Vendor was considered eligible or successful, is found to be false, incorrect or misleading; or
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	<ul style="list-style-type: none"> • As the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than 30 days. <p>36.5 Termination by Vendor - The bidders may, by not less than three (03) month written notice to the Authority, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently agreed in writing) following the receipt by the Authority of the Vendor's notice specifying such breach. • If there are more than 3 un-paid invoices and the Authority fails to remedy the same within 45 days of the submission of the last un-paid invoice • As the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days • The Authority fails to comply with any final decision reached as a result of arbitration. <p>36.6 Payment upon Termination - Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by the Authority to the Vendor within 60 days of the contract termination.</p> <p>36.7 Suspension - The Authority may, by written notice of suspension to the Vendor, without any obligation (financial or otherwise) suspend all the payments to the Vendor hereunder if the Vendor shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Vendor to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p> <p>36.8 Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> • such rights and obligations as may have accrued on the date of termination or expiration. • the obligation of confidentiality set forth in RfP.
<p>37.Cessation of Services</p>	<p>37.1 Upon termination of this Agreement by notice of either Party to the other, the Vendor shall, immediately upon dispatch or receipt of such notice, ensure knowledge transfer and take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>

	<p>37.2 In case of termination of agreement by the Authority, it may appoint another vendor from amongst the remaining shortlisted bidders during the proposal validity for the completion of the work.</p>
<p>38. Disputes Resolution</p>	<p>38.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/ differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>38.2 Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by Vendor and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted in Tamil Nadu and following are agreed. The arbitration award shall be final and be binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<p>39. Disqualification</p>	<p>39.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> • Not submitted in accordance with this document. • During validity of the bid or its extended period, if any, the bidder increases his quoted prices. • During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.

	<ul style="list-style-type: none"> • Bid received after due date and time. • Bidder submits conditional bids. • Bidder indulges in canvassing in any form to win the contract and/ or breaches the Integrity and Avoidance of Conflict of Interest Pact. • Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.
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F. DATA SHEET

A. General	
ITB Clause	
2.1	<p>Name of the Authority: FaMeTN Address: FaMeTN 1st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114. E-Mail: gm@fametn.com Website: www.fametn.com Method of selection: Quality and Cost Based Selection (QCBS)</p>
2.2	<p>The name of the assignment is: Appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)</p>
2.3	<p>PBM will take place online on the e-tender platform.</p>
B. Preparation of Proposals	
9.1	<p>English language.</p>
10.1, 14.1, 14.2	<p>The Proposal shall comprise the following:</p> <ol style="list-style-type: none"> (1) Compliance sheet to prequalification criteria (Form Pre-Qual-1) (2) Supporting documents for pre-qualification criteria if any (3) Power of Attorney to sign the Proposal (Appendix IIA) (4) FORM TECH-1 (5) FORM TECH-2 (6) FORM TECH-3 (7) FORM TECH-4 (8) FORM TECH-5 (9) Earnest Money Deposit/ Bid Security (Appendix I and Appendix IA) (10) FORM FIN-1 (11) FORM FIN-2 (12) FORM FIN-3
12.1	<p>Proposals must remain valid for 6 months after the Bid Due Date (BDD).</p>
13.1	<p>Clarifications may be requested no later than 2 days after notification is issued on the e-bid portal.</p>

C. Submission, Opening and Evaluation															
16.4	The Bidder must submit: (a) Technical Proposal (b) Financial Proposal														
19.1	All timelines relevant to this bid have been mentioned in the Letter of Invitation.														
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><u>Pre-qualification criteria:</u> As mentioned in the Letter of Invitation.</p> <p>The bids submitted by the bidders who clear the pre-qualification round only will be evaluated as per the criteria provided below:</p> <p><u>Evaluation Criteria (115 Points)</u></p> <p>N.B- Preference shall be given for projects done with government departments/ entities of Tamil Nadu, in case of tie in technical evaluation.</p> <p>A. Firm Credentials (40 Points)</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Sl.</th> <th style="text-align: center;">Evaluation Criteria</th> <th style="text-align: center;">Scoring Pattern</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Experience of lead bidder in managing project management units (20 points)</td> <td> <p>a. The Bidder has worked/ should be working with at least 2 government departments/ entities in India as a Project Monitoring Unit (PMU) in the past five years (FY 19-20, FY 20-21, FY 21-22, FY 22-23, FY 23-24), with project duration of at least 1 year. The projects where the bidder was a consortium member also can be submitted as proof. (Maximum 10 points)</p> <table border="1"> <tbody> <tr> <td style="text-align: center;">2 projects</td> <td style="text-align: center;">5 points</td> </tr> <tr> <td style="text-align: center;">3 projects or more</td> <td style="text-align: center;">10 points</td> </tr> </tbody> </table> <p>b. No. of above-mentioned projects where a team of at least 5 personnel were deployed on full-time basis of at least one year. (Maximum 4 points)</p> <table border="1"> <tbody> <tr> <td style="text-align: center;">2 projects</td> <td style="text-align: center;">3 points</td> </tr> <tr> <td style="text-align: center;">3 projects or more</td> <td style="text-align: center;">4 points</td> </tr> </tbody> </table> <p>c. The Bidder should have completed/ should be carrying out projects with at least 2 government departments/ entities in India in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY</p> </td> </tr> </tbody> </table>	Sl.	Evaluation Criteria	Scoring Pattern	1	Experience of lead bidder in managing project management units (20 points)	<p>a. The Bidder has worked/ should be working with at least 2 government departments/ entities in India as a Project Monitoring Unit (PMU) in the past five years (FY 19-20, FY 20-21, FY 21-22, FY 22-23, FY 23-24), with project duration of at least 1 year. The projects where the bidder was a consortium member also can be submitted as proof. (Maximum 10 points)</p> <table border="1"> <tbody> <tr> <td style="text-align: center;">2 projects</td> <td style="text-align: center;">5 points</td> </tr> <tr> <td style="text-align: center;">3 projects or more</td> <td style="text-align: center;">10 points</td> </tr> </tbody> </table> <p>b. No. of above-mentioned projects where a team of at least 5 personnel were deployed on full-time basis of at least one year. (Maximum 4 points)</p> <table border="1"> <tbody> <tr> <td style="text-align: center;">2 projects</td> <td style="text-align: center;">3 points</td> </tr> <tr> <td style="text-align: center;">3 projects or more</td> <td style="text-align: center;">4 points</td> </tr> </tbody> </table> <p>c. The Bidder should have completed/ should be carrying out projects with at least 2 government departments/ entities in India in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY</p>	2 projects	5 points	3 projects or more	10 points	2 projects	3 points	3 projects or more	4 points
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2 projects	3 points														
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		<p>22-23, FY 23-24) in the following areas of work (Maximum 6 points)</p> <ol style="list-style-type: none"> 1. Investment facilitation into a geographic region 2. Creating market access for entities in the region (domestic and export markets) support <table border="1"> <tr> <td>2 projects</td> <td>3 points</td> </tr> <tr> <td>>2 projects</td> <td>6 points</td> </tr> </table>	2 projects	3 points	>2 projects	6 points												
2 projects	3 points																	
>2 projects	6 points																	
2	<p>Experience of the bidder in managing various agro and food processing related projects (20 points)</p>	<p>a. The Bidder should have completed/ should be carrying out projects related to the agro and food processing sector with an aggregate project value of at least Rs. 1 crore in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY 22-23, FY 23-24) with at least 2 government departments/ entities in India. (Maximum 10 points)</p> <table border="1"> <tr> <td>1 project</td> <td>1 point</td> </tr> <tr> <td>2 projects</td> <td>3 points</td> </tr> <tr> <td>3 projects</td> <td>5 points</td> </tr> <tr> <td>4 projects</td> <td>7 points</td> </tr> <tr> <td>> 5 projects</td> <td>10 points</td> </tr> </table> <p>b. The Bidder has worked/ should be working with at least 2 government departments/ entities in India on projects related to the design/ development/ implementation of Parks/ Corridors in the "relevant sector" in the past five years (FY 19-20, FY 20-21, FY 21-22, FY 22-23, FY 23-24). (Maximum 10 points)</p> <table border="1"> <tr> <td>1 project</td> <td>3 points</td> </tr> <tr> <td>2 projects</td> <td>5 points</td> </tr> <tr> <td>> 2 projects</td> <td>10 points</td> </tr> </table>	1 project	1 point	2 projects	3 points	3 projects	5 points	4 projects	7 points	> 5 projects	10 points	1 project	3 points	2 projects	5 points	> 2 projects	10 points
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1 project	3 points																	
2 projects	5 points																	
> 2 projects	10 points																	
B. Profile of the Team – Individual CVs (50 Points)																		
Sl.	Position	Profile																
1	Project Leader (20 points)	a. At least 10 years of experience in Consulting, of which at least 5 years should be in the relevant sector.																

		<p>b. Should be based out of Chennai on a full-time basis and should be able to communicate in Tamil.</p> <p>c. Should have led PMU projects in the past 3 years (i.e. project start date after 1-April-21) where each project is of duration at least 1 year: (2.5 points per project; maximum of 5 points)</p> <p>d. No. of projects in Tamil Nadu with government departments/ entities in the capacity of Project Manager where the project scope included the following three items: (a) Understanding the agro and food processing sector in the districts of Tamil Nadu and recommending solutions for the improvement of the sector, (b) Leading a team of at least 5 full-time members, and (c) Carrying out a field study on the demand-supply mapping, infrastructure, financial issues, and making recommendations on their improvement (5 points per project if all three items are in scope else nil; maximum of 10 points).</p> <p>e. Demonstrated experience of designing, managing and delivering large- scale transformation projects worth at least Rs. 1 crore in the past 3 years (i.e. project start date after 1-April-21) (2.5 points per project; maximum of 5 points)</p>				
2	Senior Consultant -Food Processing – (10 points)	<p>a. Graduate/ Post- Graduate degree or equivalent in the relevant sector.</p> <p>b. Should be based out of Chennai on a full-time basis and should be able to communicate in Tamil.</p> <p>c. At least 3 years of experience in managing projects in a firm in the relevant sector or experience as an advisor/ consultant to an organisation involved in agro and food processing. (>1 year: 1 point; 1-2 years: 2 points; 3 or more years: 4 points)</p> <p>d. No. of projects in the relevant sector carried out in the past 5 years with government departments/ entities in India. (Maximum of 6 points)</p> <table border="1" data-bbox="626 1635 1378 1745"> <tr> <td>1- 4 projects</td> <td>4 points</td> </tr> <tr> <td>More than 4 projects</td> <td>6 points</td> </tr> </table>	1- 4 projects	4 points	More than 4 projects	6 points
1- 4 projects	4 points					
More than 4 projects	6 points					
3	Senior Consultant-	<p>a. Graduate/ post-graduate degree or equivalent in Marketing - BBA/BBM/MBA/ Equivalent.</p>				

	<p>Agri Marketing (10 points)</p>	<p>b. Should be based out of Chennai on a full-time basis and should be able to communicate in Tamil.</p> <p>c. At least 3 years of experience in leading a marketing division in a firm in the relevant sector or experience as an advisor/ consultant to an organization in marketing related to the relevant sector. (2 - 3 years: 0.5 points; 3 or more years: 1 point)</p> <p>d. Should have marketed/ managed projects in the relevant sectors involving aspects such as demand and supply assessment, identifying products/ services (or value addition) with high revenue potential, studying the stakeholders in the ecosystem, identifying marketing channels, design and implementation of marketing strategies for urban/ rural/ export markets which led to an increase in sales/ turnover (1.5 point per project; maximum of 3 points)</p> <p>e. No. of agro and food processing related projects carried out in the past 5 years with government departments/ entities in India. (Maximum of 6 points)</p> <table border="1" data-bbox="626 989 1378 1098"> <tr> <td>1-4 projects</td> <td>4 point</td> </tr> <tr> <td>More than 4 projects</td> <td>6 points</td> </tr> </table>	1-4 projects	4 point	More than 4 projects	6 points				
1-4 projects	4 point									
More than 4 projects	6 points									
4	<p>Junior Consultant (2 Nos) - (5 x 2 Nos = 10 points)</p>	<p>a. Graduate in the relevant sector with at least 2 years' experience to support the above team in implementation activities. Should have at least 1 year of experience in the relevant sector. (2 points per resource)</p> <table border="1" data-bbox="626 1291 1378 1549"> <tr> <td>1 to 2 years of experience in the relevant sector</td> <td>1 point</td> </tr> <tr> <td>More than 2 years of experience in the relevant sector</td> <td>2 points</td> </tr> </table> <p>b. Should have been a part of a team managing projects related to the relevant sector with at least 1 government department/ entity in India. (Maximum 3 points per resource)</p> <table border="1" data-bbox="626 1713 1378 1822"> <tr> <td>1 project</td> <td>2 points</td> </tr> <tr> <td>More than 1 project</td> <td>3 points</td> </tr> </table>	1 to 2 years of experience in the relevant sector	1 point	More than 2 years of experience in the relevant sector	2 points	1 project	2 points	More than 1 project	3 points
1 to 2 years of experience in the relevant sector	1 point									
More than 2 years of experience in the relevant sector	2 points									
1 project	2 points									
More than 1 project	3 points									

	<p>C. Presentation by Firm (25 Points)</p> <ul style="list-style-type: none"> Bidder shall share their experience in past projects, their approach to clusters/ corridors/ reasons for success and failure of clusters/ corridors. Bidder shall explain their understanding of the objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology they would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and the structure and composition of their team. Scoring criteria for PPT: As per Form Tech 6. <p>Note:</p> <ul style="list-style-type: none"> The maximum number of bidders to be shortlisted for the presentation shall be as decided by the Authority, based on the actual scores obtained by the Bidders on the Evaluation Criteria A and B. If the quality of submissions is higher, upto five highest scoring bidders will be contacted for presentation and document verification (if required). After satisfaction of the Authority regarding the veracity of the claims, the firms will be shortlisted for presentation. This can be as decided by the Authority based on quality and reliability of evidence presented. Each shortlisted bidder will be requested to make a presentation and will be given a maximum of 60 minutes for the presentation. The positions (Sl. 1 to 4 mentioned in Team Profile) whose CVs are included in this bid, will have to join the presentation (physically/ remotely) and will be required to speak through their experience in the relevant areas of work. Not more than three bidders who score the highest in Evaluation Criteria A, B and C will be shortlisted after the presentation and ranked in descending order of their scores obtained. However, this number can be relaxed by the Authority based on the scores obtained by the bidders on the Evaluation Criteria A, B and C. The financial bids of only these Qualified bidders will be opened.
<p>22.2</p>	<ul style="list-style-type: none"> Proposals for the "Qualified Vendor" during the process of evaluation will finally be ranked accordingly to their combined score of Technical Proposal (ST) and Financial Proposal (SF) scores. SF will be calculated based on project cost as shown in FORM FIN-2. The weightage given to technical (Tw) and financial (Fw) proposals are as follows: Tw =60% and Fw = 40%. Combined Total Score = (ST x Tw) + (SF x Fw). The second, third, fourth and fifth as the case may be highest bidders shall be kept in reserve and may be invited for negotiation in case the first ranked or higher ranked bidder withdraws or fails to comply with requirements, as the case may be.

	<ul style="list-style-type: none">• In the event, if the combined total score is tied then bidder securing the higher technical score will be considered for award of the project.
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Section 3. Technical Proposal – Standard Forms

FORM	DESCRIPTION
PRE-QUAL-1	Compliance sheet to Prequalification Criteria
TECH-1	Technical Proposal Submission Form.
Power of Attorney	A power of attorney for the authorized representative of each consortium member of the bidder
TECH-2A	Bidder's Organization
TECH-2B	Bidder's Experience
TECH-3A	Comments or Suggestions on the Terms of Reference
TECH-3B	Comments or Suggestions on the Counterpart Staff and Facilities to be provided by the Authority.
TECH-4	Self-assessment by bidder for firm credentials
TECH-5	Self-assessment by bidder for team profile
TECH-6	Technical Scorecard – can be filled up as self-assessed score and submitted also, if the bidder so desires. However, all the self-assessed scores are only for the guidance of the Authority so that no small relevant detail in the CV is overlooked. The Authority shall, after following its procedure, score each of the parameters and the Authority's scoring as decided by the Tender Evaluation Committee and as confirmed/ re-assigned by the Expert Committee will be the final relevant score. Self-assessed scoring will only give a fair opportunity to the experts brought in by the bidder, to explain his/ her case with footnotes etc., the not so obvious parts of his/ her CV.
Appendix-I	EMD and Performance Bank Guarantee Format
Appendix-IA	Details of EMD
Appendix-IIA	Power of Attorney Format for Authorised Signatory
Appendix-III	Standard Form of Contract for Vendor
Appendix-IV	Instructions to Bidders for using e- bid portal (Based on inputs from e-bid portal)
Appendix-V	Integrity and Avoidance of Conflict of Interest Pact

The bidders may note that their submissions should be arranged appropriately and pages numbered continuously by hand or electronically before it is uploaded as one document. The accuracy and non-repetitive page numbering are crucial in helping the Authority to navigate through the documents easily. If the pages are not numbered and noted correctly in the forms in the submissions, the Authority is not responsible if some detail of relevance is missed while evaluating the submission.

**FORM PRE-QUAL-1
COMPLIANCE SHEET FORMAT**

Sl.	Eligibility Criteria	Documentary Evidence		Evidence at Page No.
1	Bidder should be registered in India under the Companies Act/ LLP Act and should have been in existence for at least 5 years on the date of publication of tender.	Certificates of Registration/ Incorporation.		
2	The Bidder has worked/ should be working with at least 2 government departments/ entities in India as a Project Monitoring Unit (PMU) in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY 22-23, FY 23-24), with project duration of at least 1 year. Note: For the above, the Bidder may be the lead member or a member of a consortium.	Project 1	Work order	
			Project Duration (years)	
			Evidence of work completion (if any)	
		Project 2	Work order	
			Project Duration (years)	
			Evidence of work completion (if any)	
3	The Bidder should have completed/ should be carrying out projects related to the agro and food processing sector with an aggregate project value of at least Rs. 1 crore in the past five years (FY 19-20, FY 20- 21, FY 21-22, FY 22-23, FY 23-24) with at least 2 government departments/ entities in India.	Project 1	Work order	
			Evidence of value of project (INR)	
			Evidence of work completion (if any)	
		Project 2	Work order	
			Evidence of value of project (INR)	
			Evidence of work completion (if any)	
4	The Bidder should have an aggregate turnover of at least Rs. 10 Crore in the past three years (FY 20-21, 21-22 and 22-23).	Please mention aggregate turnover (INR crores) in the cells below	Certificate from Statutory Auditor for the last three years / financial statements for the three years.	
		2020-21:		
		2021-22:		

SI.	Eligibility Criteria	Documentary Evidence		Evidence at Page No.
		2022-23:		
5	The Bidder should not have been blacklisted by Government of India/ Tamil Nadu/ other state governments in India or undertakings/ entities under/ owned by these governments as on bid submission date.		Self-certification by authorized signatory.	
6	<p>The bidder should have submitted EMD/ Bid Security.</p> <p><i>Note: For availing EMD exemption:</i></p> <ul style="list-style-type: none"> • <i>Micro and Small enterprises are required to submit Udyam Certificate.</i> • <i>Startups are required to submit DPIIT Registration Certificate.</i> 		<p>Proof for EMD submission: Appendix-I A</p> <p><i>Documentary proof for EMD exemption:</i></p> <ul style="list-style-type: none"> • <i>In case of micro and small enterprises: Udyam Registration Certificate</i> • <i>In case of Startups: DPIIT Registration Certificate</i> 	

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

[Location, Date]

To,

The General Manager,
FaMeTN,
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/ Madam,

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

We are hereby submitting our Proposal, which includes the Technical Proposal.

We hereby declare that we have read the Instructions to Bidders included in the RfP, and abide by the same. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form TECH-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Bidder), and the Bidder's role/ involvement.

A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company.
2. Attach the organization's incorporation certificate as proof of existence.

B - Bidder's Experience

1. List only previous similar assignments successfully completed (as per requirements specified in Data Sheet).
2. List only those assignments for which the Bidder was legally contracted by the Client as an entity. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should substantiate the claimed experience by presenting copies of work orders as an annexure to the proposal.

Sl.	Start and Finish Date	Assignment name/& brief description of main deliverables/ outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)	Description of assignment and work carried out	Is this project submitted to meet the Pre – Qual criteria (Yes/ No)	Is this project submitted to meet Evaluation Criteria as per Clause 21.1 of Data Sheet Evaluation Criteria (A) (Yes/No)	Reference to the documentary proof submitted for the assignment (mention ref. page no.)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

**FORM TECH-4
SELF-ASSESSMENT BY BIDDER FOR FIRM CREDENTIALS**

Form to be filled for Evaluation Criteria (1.a and 1.b), 20 points

Sl. No. of project	Client	Name/ description of project	Work order date	Whether PMU Project (Y/N)	If yes, pg. no.	Whether the project is with a govt. department/ entity in India If yes, please mention the department/ entity and state.	Reference pg. no.	Whether the project was awarded/ completed in the last 5 years as mentioned in section 21.1 (Y/N)	If yes, pg. no.	Whether the project period is more than 1 year (Y/N)	If yes, pg. no.	Whether the project had at least 5 personnel deployed on a full time basis (Y/N)	If yes, pg. no.	Self assessed points out of 20
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)

- Col. No. 1: Please arrange in reverse chronology so that the latest projects are on the top.
- Col. Nos. 6, 8, 10, 12, 14 require you to provide page numbers of your submission that are being referred to which can give evidence of the claim being made in the previous column.

Form to be filled for Firm Qualification Criteria (1.c), 10 points

Sl.	Client	Name/ description of project	Work order date	Whether the project is with a govt. department/ entity in India. If yes, please mention the department/ entity and state	If yes, pg. no.	Whether the project was awarded/ completed in the last 5 years as mentioned in section 21.1 (Y/N)	If yes, pg. no.	Whether the project consisted of the modules mentioned below. Please specify module names if yes. 1. Investment Facilitation 2. Market Access Support	Reference Pg. no.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

- Col. No. 1: Please arrange in reverse chronology so that the latest projects are on the top.
- Col. Nos. 6, 8, 10 require you to provide page numbers of your submission that are being referred to which can give evidence of the claim being made in the previous column.

Form to be filled for Firm Qualification Criteria (2.a), 10 points

Sl. No. Of project	Client	Name/ description of project & sector	Work order date	Whether the project is related to agro and food processing sector (Y/N)	If yes, pg. no	Whether the project is with a govt. dept. in India If yes, please mention the dept/ entity and the state	If yes, pg. no.	Whether the project was in the last 5 years as mentioned in section 21.1 (Y/N)	If yes, pg. no.	Project Value in Rs.	Reference Pg. no.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

- Col. No. 1: Please arrange in reverse chronology so that the latest projects are on the top.
- Col. Nos. 6, 8, 10, 12, require you to provide page numbers of your submission that are being referred to which can give evidence of the claim being made in the previous column.

Form to be filled for Firm Qualification Criteria (2.b), 10 points

Sl. No. Of project	Client	Name/ description of project & sector	Work order date	Whether the project is with a govt. dept./ entity in India If yes, please mention the dept/ entity and state	If yes, pg. no.	Whether the project was in the last 5 years as mentioned in section 21.1 (Y/N)	If yes, pg. no.	Whether the project is related to design/ development/ implementation of parks/ corridors in the relevant sector (Y/N)	If yes, pg. no.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

- Col. No. 1: Please arrange in reverse chronology so that the latest projects are on the top.
- Col. Nos. 6, 8, 10 require you to provide page numbers of your submission that are being referred to which can give evidence of the claim being made in the previous column.

**FORM TECH-5
SELF-ASSESSMENT BY BIDDER FOR TEAM PROFILE**

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV
1		Project Leader	20	No. of PMU projects led in the past 3 years (i.e. project start date after 1-April-21) where each project is of duration at least 1 year. (2.5 points per project; maximum of 5 points)				
				No. of projects in Tamil government departments/ entities in the capacity of Project Manager where the project scope included the following three items: (a) Understanding the agro and food processing sector in the districts of Tamil Nadu and recommending				

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV
				<p>solutions for the improvement of the sector,</p> <p>(b) Leading a team of at least 5 full-time members, and</p> <p>(c) Carrying out a field study on the demand-supply mapping, infrastructure, financial issues, and making recommendations on their improvement.</p> <p>5 points per project; maximum of 10 points)</p>				
				<p>Demonstrated experience of designing, managing and delivering large- scale transformation projects worth at least Rs. 1 crore in the past 3 years (i.e. project start date after 1-April-21). (2.5 points per project; maximum of 5 points)</p>				

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV
2		Senior Consultant -Food Processing	10	At least 3 years of experience in managing projects in a firm in the relevant sector or experience as an advisor/ consultant to an organisation involved in agro and food processing. (>1 year: 1 point; 1-2 years: 2 points; 3 or more years: 4 points)				
				No. of projects in the relevant sector carried out in the past 5 years with government departments/ entities in India. Additional points if above projects are in Tamil Nadu (Maximum 6 points)				
				1- 4 projects	4 points			
				More than 4 projects	6 points			
3		Senior Consultant- Agri Marketing	10	At least 3 years of experience in leading a marketing division in a firm in the relevant sector or experience as an advisor/ consultant to an organization in marketing related to the relevant sector. (2 - 3 years: 0.5 points; 3 or more years: 1 point)				

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV
				Should have marketed/ managed projects in the relevant sectors involving aspects such as demand and supply assessment, identifying products/ services (or value addition) with high revenue potential, studying the stakeholders in the ecosystem, identifying marketing channels, design and implementation of marketing strategies for urban/ rural/ export markets which led to an increase in sales/ turnover (1.5 point per project; maximum of 3 points)				
				No. of agro and food processing related projects carried out in the past 5 years with government departments/ entities in India. Additional points will be awarded if above projects carried out in Tamil Nadu (Maximum of 6 points)				
				1- 4 projects	4 points			
				More than 4 projects	6 points			

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV				
4		Junior Consultant 1	5	<p>a. Graduate in the relevant sector with at least 2 years' experience to support the above team in implementation activities. Should have at least 1 year of experience in the relevant sector. (Maximum 2 points)</p> <table border="1"> <tr> <td>1 to 2 years of experience in the relevant sector</td> <td>1 point</td> </tr> <tr> <td>More than 2 years of experience in the relevant sector</td> <td>2 points</td> </tr> </table>	1 to 2 years of experience in the relevant sector	1 point	More than 2 years of experience in the relevant sector	2 points				
1 to 2 years of experience in the relevant sector	1 point											
More than 2 years of experience in the relevant sector	2 points											

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV				
				<p>b. Should have been a part of a team managing projects related to the relevant sector with at least 1 government department/ entity in India. (Maximum 3 points)</p> <table border="1"> <tr> <td>1 project</td> <td>2 points</td> </tr> <tr> <td>More than 1 project</td> <td>3 points</td> </tr> </table>	1 project	2 points	More than 1 project	3 points				
1 project	2 points											
More than 1 project	3 points											
5		Junior Consultant 2	5	<p>a. Graduate in the relevant sector with at least 2 years' experience to support the above team in implementation activities. Should have at least 1 year of experience in the relevant sector. (Maximum 2 points)</p> <table border="1"> <tr> <td>1 to 2 years of experience in the relevant sector</td> <td>1 point</td> </tr> <tr> <td>More than 2 years of experience in the relevant sector</td> <td>2 points</td> </tr> </table>	1 to 2 years of experience in the relevant sector	1 point	More than 2 years of experience in the relevant sector	2 points				
1 to 2 years of experience in the relevant sector	1 point											
More than 2 years of experience in the relevant sector	2 points											

Sl. No.	Name	Position	Max. points allowed	Scoring criteria as per Section 21.1 of Data Sheet	Name/ description of projects	Pg. No. as evidence. In case of self-declaration, mention 'SELF'	Self-assessed score	Reference to Project No. as mentioned in CV				
				b. Should have been a part of a team managing projects related to the relevant sector with at least 1 government department/ entity in India. (Maximum 3 points) <table border="1" data-bbox="653 711 1188 854"> <tr> <td>1 project</td> <td>2 points</td> </tr> <tr> <td>More than 1 project</td> <td>3 points</td> </tr> </table>	1 project	2 points	More than 1 project	3 points				
1 project	2 points											
More than 1 project	3 points											

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

CURRICULUM VITAE (CV)

Proposed Position				
Name of Firm				
Name of Expert				
Date of Birth		Citizenship		
Education	Institute, Location	Year of Passing	Degree / Diploma	
Membership in Professional Associations				
Other Training				
Countries of Work Experience				
Languages	Language	Speaking	Reading	Writing
Brief Profile				
Employment Record				
	From:		To:	
	Employer:			
	Position Held:			
Detailed Tasks Assigned	Work undertaken that best illustrates capability to handle the tasks assigned			
1. Add more rows as required and also add a Project Number that will be cross referenced in FORM TECH 5.	Name of assignment: Year: Location: Client: Main project features: Positions held: Activities performed:			
CERTIFICATION				
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Signature of expert or authorized representative of the firm:		Date: (Day/Month/Year)		

FORM TECH-6**TECHNICAL SCORE CARD FOR EACH FIRM FOR PRESENTATION FOR CALCULATING ST**

(This form will be filled in by the Tender Inviting Authority and has been included only to give the Bidder an indication of the method to be used for evaluation of the bids. This form **does not** have to be submitted as part of the bid.)

Parameters	Maximum Score for presentation		Technical score given by Tender Evaluation Committee (will be pre-filled)	Whether the relevant technical scores can be confirmed. If no, mention the correct technical score.	Whether expert can be empanelled	Score given by Expert Committee			
						Member 1	Member 2	Member 3	Average score of members
Rate the understanding of the project objectives, outcome, and intent.	7 points	-		NA					
Rate the proposed approach and methodology	7 points	-		NA					
Rate the project understanding of each expert	To be left blank.								
Project Leader	3 points	-		Y/N	Y/N				
Senior Consultants	2 points	-		Y/N	Y/N				
Junior Consultants	1 points	-		Y/N	Y/N				
Whether all the PMU team members participated?	Y/N	-		Y/N	Y/N	To be left blank.			
	Y/N	-		Y/N	Y/N				
	Y/N	-		Y/N	Y/N				
Relevance of experience of the firm and individuals to the project	5 points	-		NA					

Section 4. Financial Proposal - Standard Forms

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Breakdown of Remuneration
- FIN-3 Calculation of Financial Proposal scores (SF)

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The General Manager,
FaMeTN,
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir

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

We are hereby submitting our Financial Proposal.

Our attached Financial Proposal is for the amount of Rs. {Insert amount(s) in figures}, *excluding all indirect local taxes*. The estimated amount of local indirect taxes is Rs. {Insert amount in figures} which shall be confirmed or adjusted, if needed, during negotiations. Our total financial cost for this project, including all taxes is Rs. {Insert amount(s) in figures}.

The above stated cost will cover all expenses incurred by the bidder towards the project such as travel, boarding, food, incidental office expenses etc.

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

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM FIN-2
FINANCIAL BID**

Sl.	Name	Position (as in TECH-5)	Person-month Remuneration Rate exclusive of taxes (*1)	Time Input in Months in a year	Total exclusive of taxes (Rs.)
(Col.1)	(Col.2)	(Col.3)	(Col.4)	(Col.5)	(Col.4x Col. 5)
1		Project Leader		12	
2		Senior Consultant -Food Processing		12	
3		Senior Consultant- Agri Marketing		12	
4		Junior Consultant 1		12	
5		Junior Consultant 2		12	
TOTAL PROJECT COST exclusive of taxes in Rs.					

Note:

- (*1) Per day rate would be calculated by dividing person-month remuneration rate by 22.
- (2) An annual increment of up to 5% on the rates quoted shall be permitted, based on discussion with the Authority.

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

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

Section 5. Terms of Reference

Appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)

The establishment of the Tamil Nadu Agro-Industrial Corridor in the delta districts of Thanjavur, Thiruvarur, Mayiladuthurai, Nagapattinam, and Tiruchirappalli was announced in the Agriculture Budget of Tamil Nadu for 2021–2022. In accordance with this announcement, a consultant was hired to prepare a Detailed Project Report (DPR) to outline a proposed way forward to develop the Agro-Industrial Corridor. The DPR was submitted to the government on 7th March, 2023. The report recommends the demand-supply mapping, business and operational models, necessary infrastructure developments and key interventions for the proposed corridor's success.

After scrutinizing the DPR, it was announced in the Agriculture Budget for 2023-2024 that the Agro Industrial Corridor which was announced in the previous budget, will be implemented at an outlay of ₹ 1,000 Crore over the next five years (2023-28).

Implementation of the Tamil Nadu Agro-Industrial Corridor

Based on the announcement and wide G.O. (Ms.) No. 84, dated: 01.12.2023 issued by the Micro Small and Medium Enterprises Department, Government of Tamil Nadu:

1. The Tamil Nadu Agro-Industrial Corridor Project (this will be referred to hereafter as TNAICP) in the five districts of Thanjavur, Thiruvarur, Mayiladuthurai, Nagapattinam and Tiruchirappalli.
2. The TNAICP will have three major types of investments:
 - a. Investments in the form of incentives and subsidies that may be required to make it attractive for businesses to be setup in the region.
 - b. Capital expenditure incurred in establishing the physical infrastructure that is required for the successful operation of the agro-industrial corridor project.
 - c. Branding, Marketing and Administration Expenditure to be incurred for developing, promoting and running the project for 5 years and to ensure capacity building of institutions to sustain the efforts even after the expiry of the project period.
3. The total investment outlay of the MSME Department for developing the AIC in the five delta districts is estimated to be Rs. 1,170 Crore in the fiscal years 2023-2028.

Scope of work

TNAICP will be owned and managed by the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in collaboration with different stakeholder departments. The Chief Executive Officer of Tamil Nadu Food Processing and Agri Export Promotion Corporation (TNAPEX) will be the ex officio head of the TNAICP. The project's implementation shall be supported by engaging a Project Management Unit (PMU) and the PMU will report to the Managing Director of FaMeTN.

Period of engagement of the PMU

The proposed engagement will be for 2 years.

The overall scope of work proposed to be carried out by the Project Management Unit

The PMU will provide support to FaMeTN and TNAPEX in the establishment of new food processing MSMEs in the districts of Thanjavur, Thiruvarur, Mayiladuthurai, Nagapattinam, and Tiruchirappalli through-

1. Communication and Awareness Creation
2. Business facilitation Activities: Primary and Secondary Agro and Food Processing MSMEs
3. Capacity Building
4. Industrial Park Development

1. Communications and Awareness Creation

- a. PMU will collaborate with TNAPEX and FaMeTN to promote TNAICP through social media, brochures, pamphlets, videos, and campaigns in the districts.
- b. The PMU will work with TNAPEX and FaMeTN to train and sensitise the officials from the District Industries Centre (DIC), Department of Agriculture and Farmers Welfare, Department of Fisheries and Fisherman's Welfare, Department of Horticulture and Plantation Crops, Department of Agriculture Marketing and Agri-Business, Department of Animal Husbandry, Department of Agricultural Engineering etc. of the five districts on TNAICP.
- c. The PMU will work with TNAPEX and FaMeTN to organise workshops and seminars targeting FPOs, MSMEs, and entrepreneurs to create awareness of TNAICP and special incentives and schemes made available under the initiative.

2. Business Facilitation Activities: Primary and Secondary Agro and Food Processing MSMEs

- a. PMU will work with FPOs, MSMEs, and entrepreneurs to facilitate investments through various government schemes, such as the Micro Cluster Development Program, Capital Subsidy Scheme, and PMFME Scheme.
- b. PMU will connect with FPOs, MSMEs, and entrepreneurs with experts/ service providers for finance, machinery, supply chain management etc. to facilitate the investment process.
- c. PMU will collaborate with GUIDANCE Tamil Nadu, Tamil Nadu Infrastructure Development Board (TNIDB) and other stakeholder departments to create a strategy aimed at attracting large food processing industries (anchor investors) to set up their operations within the district's industrial parks.

3. Capacity Building

- a. The PMU will support in creation of a repository of existing infrastructure facilities in the districts available with various stakeholder departments. The PMU will also

- support connecting the districts' existing infrastructural facilities to FPOs, MSMEs, and entrepreneurs engaged in agro- and food processing, to improve their utilisation.
- b. PMU will work with experts/ service providers to conduct training programmes on Standard Operating Procedures (SOP) for material handling and storage, phytosanitary measures and other export compliance standards, cutting-edge innovations and market opportunities, product design, branding and packaging etc.
 - c. PMU will work with service providers/ consultants across the 5 districts to support food processing MSMEs in branding, marketing, and where feasible, exports.
 - d. PMU will support TNAPEX and FaMeTN to organise domestic and international B2B meets and e-commerce Onboarding sessions in the Delta districts to support market access for processed food.
 - e. The PMU will assist TNAPEX and FaMeTN in deploying a digital solution to support FPOs, MSMEs, and entrepreneurs engaged in agro and food processing for aggregation, marketing, and access to working capital financing.

4. Industrial Park Development

- a. PMU will coordinate with the stakeholders in the districts and give inputs to SIDCO on:
 - Equipment, and their specifications required in the shared facilities being built inside the District Industrial Park.
 - Type and size of the shared facilities required in the District Industrial Park.

The following are general instructions for all bidders:

1. Monthly payment will be released based on the actual time spent by the team and as approved by FaMeTN for all modules. The bidder should submit proof of work and time sheet of the resources billed in the format required by the Authority for processing the monthly payments.
2. Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from FaMeTN.
3. The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
4. The payment milestones shall be fixed in discussion with the bidder. The authority reserves right to modify the same.
5. All costs related to travel and accommodation will be paid in line with FaMeTN's policies. However, prior approval must be taken from competent authorities before incurring these expenses.

Appendix-I: EMD and Performance Bank Guarantee Format

To,
The General Manager,
FaMeTN,
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

WHEREAS _____ [Name and address of Vendor] (hereinafter called "the Vendors") has undertaken, in pursuance of your Letter No. dated _____ to provide consultancy services to FaMeTN, Government of Tamil Nadu on terms and conditions set forth in the said letter.

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

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

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

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

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

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

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

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

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

Appendix-IA: Details of EMD

To,

The General Manager,
FaMeTN,
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for **appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)** in accordance with your Request for Proposal dated [Insert Date].

We have paid the EMD through NEFT mentioning purpose/ subject/ comments as 'Tamil Nadu Agro Industrial Corridor PMU - EMD-bidder name'.

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

Online/ bank branch (choose the method):

Bank name:

IFSC code:

Bank Account Name:

Bank Account number:

Transaction Reference No.:

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

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

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

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

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

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

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

I accept,

Name:

Title:

Date:

Place:

Witness:

Appendix-III: Standard Form of Contract for Vendor

Project Name: Appointing a Project Monitoring Unit (PMU) to support the Bureau for Facilitating MSMEs of Tamil Nadu (FaMeTN) in the implementation of the Tamil Nadu Agro Industrial Corridor Project (TNAICP)

FaMeTN, MSME DEPARTMENT, GOVT OF TAMIL NADU

CONTRACT FILE NO. _____

BETWEEN

THE GENERAL MANAGER

FaMeTN,
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

AND

(Name of the Vendor)

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract for Vendor") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, General Manager, FaMeTN, Government of Tamil Nadu. (Hereinafter called the "Authority") and, on the other hand, *[name of Vendor]* (hereinafter called the "Vendor").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

For and on behalf of

Name:

Signature:

General Manager
FaMeTN

For and behalf of the Vendor

Name:

(Only authorized representative of Vendor should sign)
Signature:

Name of the Vendor

Appendix-IV: Guidelines to Bidders for using e- bid portal

Special instructions to Bidders for e-Tendering

General

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **the Authority** shall use the portal **<https://tntenders.gov.in/>** through Tamil Nadu Government's e-Procurement system.

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

Digital Certificates

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

Instructions

Tender Bidding Methodology:

The following information helps bidders in overcoming last minute hassles and guide towards successful bid submission.

- 1 System readiness:
 - 1.1 Bidders are advised to keep ready well in advance, their computer system in order like Original Operating System having sufficient RAM, high speed internet connectivity like broad band, with network providing static IP (avoid using mobile data/network), right internet browser, right Java Runtime Environment, un restricted access to the eProcurement portal from the bidder computer system. Bidders are also advised to procure and keep ready well in advance valid Digital Signature Certificate (Signing) of Class III issued by CA under CCA India.
 - 1.2 To know about prevalent system requirements, portal enrollment and online bidding and other procedures, bidders can avail Help Desk facility. Bidders are also advised to refer FAQs, Bidder Manual Kit, System Malfunction Procedure available on the portal in addition to the instructions provided in the Tender.

- 2 Portal Enrolment/ registration: Bidders are advised to complete well in advance online enrollment / registration in the portal by following due process prevalent at that time.
- 3 Bid Submission:
 - 3.1 The server time (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders.
 - 3.2 Bidder, in advance, should go through the notice inviting tender / advertisement, tender & its related document(s) carefully to understand the requirements of the tender and various documents that are required to be submitted as part of the bid.
 - 3.3 In case of any clarifications pertaining to the tender, bidders are advised to check with concerned procuring authority in advance so that they can participate in the tender well within scheduled due date/time. Regarding any clarifications on the technical related matter in using the portal, same may kindly be get clarified from help desk facility or any other established technical support mechanism prevalent at that time.
 - 3.4 Bidder, in advance should get ready with the required bid document(s) having correct file format / acceptable file name / optimal file size that are acceptable for online bid submission.
 - 3.5 Generally, the permitted file format in the portal are pdf / xls / rar/ dwf/ jpg formats. File name should not contain special characters like &,comma etc. File size of the bid documents can be reduced by scanning of bid documents with 100 dpi with black and white option and also some time it may require to increase local Java Runtime Environment memory at bidder end computer, while uploading bid document having huge size.
 - 3.6 Mail/ SMSs alerts are in-built in the eProcurement portal as an additional feature to inform procuring entities as well as bidders on various events that are happening in the portal. However, delivery of such mail/sms to concerned individual will always depends on the configuration of individual account in the portal, receiver's mail / sms server, mail box / mobile capacity and other factors. Hence, bidders are also advised to visit the website/portal regularly till bid submission due date/time to keep themselves updated and to act upon with respect to changes/modification deemed fit in any manner carried out in the tender by concerned procuring authority.
 - 3.7 As bidder have been provided with the facility to submit bid documents at any time and also resubmit any number of times till bid submission due date/time, bidders are advised to submit their bid complete in all respect (free from virus/uncorrupted file/ correct file format/ right file size capable enough to upload from the bidder system) well in advance before the last date/time of the bid submission to avoid the last minute hassles.
 - 3.8 Most importantly bidders are advised to get an acknowledgement containing Bid ID along with other vital information indicating successful submission of bids from the portal by following due process (like Freezing of Bid)
 - 3.9 If a bidder withdraws their already submitted bid against a tender in the portal, then the bidder will not be allowed to participate in the same tender once again.

- 3.10 The bid documents submitted by the bidders are encrypted using PKI Technology involving digital signature certificates of pre-designated bid openers of the procuring entity to ensure the secrecy of the data. The encrypted bids are stored safely and securely in the server. Only designated bid openers shall be able to decrypt and open the bid on or after the pre-defined bid opening date/time. These assure bidders that their bids are kept confidential, safe and secure.
- 3.11 Bidders are advised to complete the online payment (if applicable) for Tender Fee, EMD and other fees well in advance at least one day in advance prior to the bid submission due date/time.
- 3.12 In case exemption is claimed on account of Tender Fee/EMD/others, then the bidders are advised to doubly check all entries and ensure exemption details are correctly entered. The exemption details cannot be changed once it is confirmed by clicking on "Confirm" button or any process prevalent at that time and leaving that page.
- 3.13 As the banker of the bidder will take their own time for payment processing / clearing, the bidder can use the "Payment Verification" button or any other process prevalent at that time to check the completion of the online payment process from the bank to the eProcurement portal. Only upon successful receipt of online payment, bidder can able to freeze / finally submit their bid to the procuring entity and get bid acknowledgment regarding successful bid submission.
- 3.14 All users have to note that after logging into the portal, if the user is not doing anything in the portal i.e idle for more than 20 minutes continuously then the system will automatically logout the user and they will have to login again to carry out any activity in the portal.

NIC Helpdesk for e-procurement system	
Telephone/ Mobile	<i>Customer Support: 0120-4001 002, 0120-4001 005, 0120-6277 787</i> [available 24X7 on all days,]
E-mail ID	eproc(at)nic(dot)in

Appendix-V: Integrity and Avoidance of Conflict of Interest Pact

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

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

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

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

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

Conflict of Interest

D. Definition of Conflict of Interest

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

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

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

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

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

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

Integrity Aspects

- E. For the purposes of this RfP and Project, any of the following practices will be considered as practices which go against the integrity pact.

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

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

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

The Policy and its Operation:

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

disclosure related to matters of conflict of interest and integrity within 3 weeks of such party gaining such knowledge OR of joining duty/ service by the challenged person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.

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

Competent Authority

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

Certification

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of:		
ENTITY 1's NAME	ENTITY 2's NAME	ENTITY 3's NAME
Signature	Signature	Signature
Name	Name	Name
Designation	Designation	Designation
Address	Address	Address
In Presence of:		

1.

2.

Dated on _____ day of _____, _____ [*insert date of signing*]

Place: