



**TAMIL NADU INFRASTRUCTURE FUND MANAGEMENT CORPORATION LIMITED
(‘TNIFMC’)**

REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

from

Firms/Organizations

QCBS

(Quality cum Cost Based Selection)

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT
(DPR) FOR THE DEVELOPMENT OF FOUR FOOD PARKS AT BARGUR,CHEYYPAR,
MANAPPARAI AND THOOTHUKUDI IN TAMIL NADU**

Tamil Nadu Infrastructure Fund Management Corporation Ltd. (TNIFMC)

19, T.P. Scheme Road, RA Puram, Chennai - 600028

Tamil Nadu, India

September 2019

DISCLAIMER

The information contained in this Request for Proposal (RFP) or subsequently provided to Consulting firms, whether verbally or documentary form by or on behalf of the State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT) by Tamil Nadu Infrastructure Fund Management Corporation Limited or any of their representatives, employees or Advisors (collectively referred to as "TNIFMC") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the TNIFMC to any party other than the entities who are qualified to submit their proposal (Bidder(s)). The purpose of this RFP document is to provide the Consulting firms with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each firm may require. This RFP document may not be appropriate for all persons and it is not possible for the TNIFMC, to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Each firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and where necessary obtain independent advice from appropriate sources. The TNIFMC 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.

The TNIFMC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TNIFMC accepts no responsibility of the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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deemed to form part of this RFP or arising in any way with short listing of Applicants for participation in the Bidding Process.

TNIFMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

LETTER OF INVITATION

Dear Sirs,

Sub: Consultancy Services for Preparation of Detailed Project Report (DPR) for the development of four Food Parks at Bargur, Cheyyar, Manapparai and Thoothukudi in Tamil Nadu -Reg.

1. Background

A strong and dynamic food processing sector plays a vital role in reduction in the wastage of perishable agricultural produce, enhancing shelf life of food products, ensuring value addition to agricultural produce, diversification & commercialization of agriculture, generation of employment, enhancing income of farmers and creating surplus for the export of agro & processed foods. In the era of economic liberalization, all segments including; private, public and co-operative sectors have defined roles to play and the State promotes their active participation.

Due to the absence of a dedicated and integrated infrastructure facilities with an enabling ecosystem, the State has decided to establish Food Parks to provide state of the art infrastructure for food processing in the country and to provide a mechanism for producers, processors and retailers to work together to build the supply chain for enhanced value additions.

In policy demand 2019-20, the Hon'ble Minister for Industries Department announced that State Industries Promotion corporation of Tamil Nadu Limited (SIPCOT) a Government of Tamil Nadu entity proposes to develop food parks at SIPCOT Viz., Bargur, Cheyyar, Manapparai, Tindivanam and Thoothukudi over an area of 100 to 150 acres each.

State Industries Promotion corporation of Tamilnadu Limited (SIPCOT) was established in the year 1971 with an objective of aiding speedy development of medium & large-scale industries in the State by forming Industrial Parks. The Industrial parks established and maintained with basic infrastructure facilities such as road, streetlight, water supply system, stormwater drain, arrangement for power supply, provision of greenery by planting avenue plants. The Corporation has so far developed 21 Industrial Complexes/Parks spread over in 12 Districts across the State over an extent of 31,000 acres.

As part of its diversification activities and in view of increased needs for food products and to ensure requisite quality standards for these products, SIPCOT is now proposing to develop Food Parks, with possible grant assistance under Mega Food Parks Scheme (MFPS) of Ministry of Food Processing Industries (MoFPI), Government of India. In the

first phase, SIPCOT proposes to develop four Food Parks at Bargur, Cheyyar, Manaparai, and Thoothukudi which would have food processing infrastructure facilities and food processing units (hereinafter referred to as the “Food Parks” or the “Projects”). SIPCOT is planning to prepare the detailed project report through for develop and implement Food parks at four locations through a qualified Consultant and they are grouped under two packages. The eligible consultants shall submit common technical proposal and two separate package-wise financial proposals. However only one package will be awarded to each consultant. The detailed evaluation procedure is explained in clause 12.

Package 1:

- i. Bargur
- ii. Cheyyar

Package 2:

- i. Manaparai
- ii. Thoothukudi

Therefore, it has been decided by SIPCOT (hereinafter referred to as “Client”) to invite expert agencies/Consultants for the preparation of DPR for development of Food parks project. In this regard, SIPCOT has requested TNIFMC to assist them with this process.

2. The preparation of Detailed Project Report (‘DPR’) services shall inter alia include site analysis, site investigations including topo survey, soil investigations, hydrological survey etc , market demand assessment for Food Parks, preparation of master plan & associated infrastructure plan, provision of common amenities, specialized technical infrastructure to support the units, preparation of architectural concept plan & floor plans, elevations, detailed structural design & drawings, detailed specifications, functional requirements, detailed cost estimation, preparation of project structuring and financial modeling & business plans for the proposed development, project clearances from the statutory authorities, marketing and branding in Food Processing Industries in Food parks and Implementation strategy to enable the request for proposal for procurement of Design, Build, Operate and Transfer (DBOT) contractor(s) or Engineering, Procurement and Contractor(s) (EPCs) or Design & Build contracts or Design, Build, Finance, Operate and Transfer (DBFOT) contractor(s) for the proposed Food Parks either in full or in parts for specific infrastructure/common facilities. The detailed scope of services is given in the Terms of Reference (Annexure 1).

3. You are hereby invited to submit Technical and Financial proposals for Consultancy services for Preparation of Detailed Project Report (DPR) for the development of four Food Parks at Bargur, Cheyyar, Manapparai and Thoothukudi in Tamil Nadu, which could form the basis for future negotiations and ultimately a contract between your firm and SIPCOT.
4. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures described in this RFP.
5. A firm means an organization / company / firm / consultancy firm / partnership firm / Consultancy Company. The purpose of this RFP is to select a firm as above captioned subject as per the Terms of Reference (ToR).
6. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Form for Submission of Eligibility information (Annexure 2);
 - (c) Forms for Submission of Technical and Financial Proposals (Annexure 3);
 - (d) Draft Agreement for Consultants' Services (Annexure 4); and
 - (e) Security Deposit/Performance Security - Bank Guarantee format (Annexure 5);
7. A pre-proposal conference open to all prospective Consultants will be held on **25 September 2019 @ 11.00 Hrs (IST)** in the conference hall of Tamil Nadu Infrastructure Fund Management Corporation Limited ('TNIFMC'), 19, TP Scheme Road, RA Puram, Chennai - 600028. The prospective Consultants will have an opportunity to obtain clarifications regarding the eligibility criteria, scope of the work, terms of reference, contract conditions and any other pertinent information.
8. The Clarifications/Amendments if any in the Pre-Proposal Conference will be published in the website of TNIFMC (www.tnifmc.com). No Separate Advertisement for Addendum/ Corrigendum / extension of date will be published in the Newspapers.
9. In order to obtain first-hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the project locations with prior intimation to the office of Tamil Nadu Infrastructure Fund Management Corporation Limited ('TNIFMC'), 19, TP Scheme Road, RA Puram, Chennai - 600028, before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to TNIFMC to enable them to make appropriate arrangements, if required.

The Bidders may send their queries on this RFP addressed to TNIFMC, email id: tnifmc@tnifmc.com at least one day before the pre-proposal conference.

10. The Submission of Proposals:

- a) The proposals addressed to the CEO, TNIFMC shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Form for Submission of Eligibility information (Annexure 2)" and "Supplementary Information for Consultants." (Annexure 3). The proposal shall be submitted to Tamil Nadu Infrastructure Fund Management Corporation Limited ('TNIFMC'), 19, TP Scheme Road, RA Puram, Chennai - 600028. The Proposals shall be valid for ninety (90) Days from the date of submission and must be accompanied by an earnest money deposit (EMD)/bid security of Rs.3,00,000/- (Rupees Three lakhs only).
- b) Consultant who have been blacklisted or deregistered by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or State Government or any other Public Sector during the last 10 years shall not be eligible to apply.
- c) The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in Annexure-2 and Annexure-3.
- d) The first envelope marked "Technical Proposal" in one separate cover, viz., Cover-1 must be sealed and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three Lakhs only) in the form of Demand Draft / RTGS / NEFT. The Demand Draft to be taken in the name of "TNIFMC -OPERATING INCOME ACCOUNT" payable at Chennai taken from any Scheduled bank in India. In the case of RTGS/NEFT, it should be paid into account mentioned hereunder and a letter stating the same with proof of payment in form of relevant bank statement and signed by the authorized signatory shall be provided:

Name of the Bank & Branch:	IDBI BANK, THIRUVANMIYUR BRANCH
IFSC/NEFT code:	IBKL0001055
A/C number:	1055102000005081
A/C NAME:	TNIFMC – OPERATING INCOME ACCOUNT

The Cover-1 should contain the eligibility qualification information as per the format given in Annexure-2 and Technical proposal in the formats given in Forms F-1 to F-5 of Annexure-3, along with soft copy of entire details as mentioned above in CD. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract without any interest.

- e) The first envelope should not contain any cost information whatsoever. The second envelope viz., Cover-2 marked 'Financial Proposal (Price Bid)' must also be sealed and initialed twice across the seal and should contain the detailed price offer for the consultancy services in the formats as given in Forms F-6 of Annexure-3.

The Consultant shall provide detailed breakdown of costs and fees as follows:

- Staffing billing rate plus overheads;
 - Travel and accommodation;
 - Field surveys & Investigation
 - Report reproduction; and
 - Others (if any) Pl. specify
- f) An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney or board resolution (either General or Specific for this assignment) with adequate validity period accompanying the Proposal duly notarized by a Notary Public.
- g) The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment and received in the office of the Tamil Nadu Infrastructure Fund Management Corporation Limited ('TNIFMC'), 19, TP Scheme Road, RA Puram, Chennai - 600028, up to **15.00 hours(IST) on 16 October, 2019**.
- h) If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the Consultant unopened treating as "Not Qualified".
- i) Proposals not accompanied by the required EMD/bid security in the requisite form as mentioned in the RFP shall be summarily rejected.

11. Opening of proposal:

- a. The proposals (first envelope (cover 1) containing Technical Proposal only) will be opened by the CEO, TNIFMC or his authorized representative in TNIFMC office at **15.30 hours (IST) on 16th October, 2019**. It may please be noted that the second envelope containing detailed price offer will not be opened until evaluation of eligibility information & Technical Proposal has been completed and the result approved and notified to all Consultants.

- b. If the office happens to be closed on the date of receipt of the proposals as specified, the proposals will be received and opened on the next working day at the same time and venue.
- c. Late or delayed Proposals will not be considered for evaluation and shall either not be received or returned unopened

12. Evaluation:

12.1 A two-stage procedure will be adopted in evaluating the proposals:

- i. The eligibility of Consultants will be verified based on the eligibility information provided by the Consultants as per the formats mentioned in Annexure 2, which will be carried out prior to evaluation of technical proposal as per minimum eligibility criteria mentioned in Clause 12.2 below. The technical evaluation shall be taken up only for those firms found eligible. Under this model, there will be a common technical evaluation of the bidders.
- ii. a Financial evaluation, which will be carried out for the technically qualified firms;
- iii. The consultant needs to submit financial bids for each of package they wish to bid for.
- iv. Post submission of bids, a combined evaluation of each package would be done separately utilising the common technical score and respective financial scores for each package.

12.2 Minimum Eligibility Criteria

Firms who have the following qualifications may submit the proposal –

- (i) The Sole firm / all members of the JV/Consortium members, shall be incorporated under respective Act and policies of the respective country and such entity(ies) should be operating for the last seven years as on March 31,2019
- (ii) The Sole Firm / all members of the JV/Consortium members shall NOT be blacklisted / debarred by any of the Central Government / State Governments in India / Multi-Lateral Funding Agencies.
- (iii) **Similar work experience in last seven years:**
 - a) At least five (5) similar projects of preparation of DPR involving feasibility study, detailed market demand assessment, architectural master Plan and

conceptual designs, detailed design & drawings, business plan, financial modeling, project structuring, marketing & commercialization etc., for hi-tech Food Processing Infrastructure Projects in the past five years with each project, being of a value of, not less than Rs. 250 crores (Rupees Two Hundred crores only) (US\$ 38 Million) including atleast 1 international project being mandatory.

- b) Out of the five projects, atleast two projects have been implemented successfully including marketing and branding
 - c) The Bidder shall meet out the above criteria as a sole firm or JV/Consortium (collectively meet out the eligible criteria)
- (iv) **Annual Turnover in last three years:** Annual turnover of the Consultants not less than Rs. 20 crores (US\$ 3 million) in any one of the previous three financial years (2016-17, 2017-18, 2018-19 (provisional)) in the case of individual Bidder. In the case of Consortium/JV Bidder, the annual turnover of the lead firm should not be less than Rs. 12 crores (US\$ 1.76 million) and the partner firm(s) annual turnover should not be less than Rs. 8 crores (1.24 million) in any one of the previous three financial years (2016-17, 2017-18, 2018-19 (provisional)). In the case of financial calendar typically ending in the month of September /December, then the consultants shall submit the financial statements for the last 3 years ie., 2015-16 to 2017-18.
- (v) **Net-worth of the Bidder:** The Sole firm / all members of the JV/Consortium members shall have positive net-worth as per last audited financial year

12.2.1 Eligible firm's proposals will only be considered for technical and financial evaluation. The technical and financial proposal of others will not be considered and returned unopened financial proposal after completing the selection process.

12.3 *Technical Proposal:*

The Tender Scrutiny / Evaluation Committee appointed by the TNIFMC and SIPCOT will evaluate the Technical Proposals, which will be common for all two packages after evaluation of minimum eligibility criteria. The Committee will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (S_t).

- (i) the quality of the methodology proposed (20 points)
 - (a) Approach & Methodology -10 points
 - (b) Man-days & Workplan schedule - 5 points

- (c) Comments on ToR and the data, services and facilities to be provided by the TNIFMC – 5 points
- (ii) the minimum key staff** proposed for the assignment (40 Points).
 - (a) Team Leader with specific experience in Mega Food Processing Industry sectors in advising public/private entities on policies, strategies, development and management. (8 points)
 - (b) Senior Market Analyst with experience in conducting market surveys, analyzing the market potentials, products, growth potentials, major players, etc. Macro-level & Micro level perspective of the potential sectors and sub sectors with reference to the Food Processing Industry sector etc. (6 points).
 - (c) Industrial Infrastructure Specialist with specific experience in planning & design of infrastructure for area development projects viz., industrial parks, SEZs, industrial corridors, clusters industrial estates, etc. (6 points).
 - (d) Senior Architect/Planner with specific experience in development of master plans/schemes, sectoral plans for infrastructure development of minimum 100 acres. Added advantages of planning & designing the Food park, life science/biotech park projects (5 points).
 - (e) Civil Engineering Specialist with experience in designing, costing and finalization of specification & functional requirement of similar infrastructure projects. Experience on Design Build contracts is desirable (5 points).
 - (f) Agriculture Marketing Expert with specific experience in planning & management of Agriculture Sector including marketing experience (5 points)
 - (g) Financial Expert with specific experience in preparing business plan, revenue model and financial structuring in similar projects (5 points)

** Key personnel – be considered key staff, only if they are full time employees of the company or the consortium partners or Experts contracted by the Bidder for this assignment and they should involve fully in the assignment and be available for all meetings that are related to this assignment/project. Atleast 50% of the team composition should be on the permanent employees of the firm

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

- (iii) Curriculum Vitae of Team Leader and other members for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). The above personnel will be rated in accordance with:
- (a) General qualifications - (15% weightage)
 - (b) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience in fields like those required as per ToR type of positions held, time spent with the firm etc.) - (85% weightage)
 - (c) The Curriculum Vitae of the proposed personnel will be considered and evaluated as per Terms of Reference, if the prescribed minimum qualification is not fulfilled, then the Curriculum Vitae of the proposed personnel will be marked as Zero. Necessary Proof of educational qualification shall be attested by Authorised Representative of Bidder and enclosed with the technical proposals.
- (iv) Presentation of Technical Approach and Methodology: (40 points)

The presentation should cover all the aspects of ToR by the Team proposed for the assignment to Evaluation Committee in the Office of TNIFMC. All the members of proposed team (Key Personnel) must be present during the presentation. The qualified Consultants shall make the presentation and time schedule for presentation will be intimated to the qualified Consultants by TNIFMC.

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (S_t) will only be considered for financial evaluation. The financial proposal of others will not be considered and returned unopened after completing the technical selection process. The TNIFMC shall notify the Consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

After the technical evaluation is completed, TNIFMC shall inform the Consultants who have submitted Proposals and meeting the minimum eligibility criteria, the technical scores accorded to their Technical Proposals and shall notify those Consultants whose Proposals did not meet the minimum eligibility criteria or minimum qualifying mark or were considered non-responsive to the RFP and ToR, that their Financial Proposals

will be returned unopened after completing the selection process. The TNIFMC shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date will be fixed so as to allow Consultants reasonable time to make arrangements for attending the opening either in person or through an authorized representative.

12.4 *Financial Proposal:*

12.4.1 Opening:

The package-wise financial proposal shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical score and the proposed prices in each package shall be read out and recorded. The TNIFMC shall record the details of financial proposal opening.

12.4.2 Evaluation: The Tender Scrutiny/ Evaluation Committee will correct any computational errors for each package-wise Finance proposal. When correcting computational errors, in case of discrepancy between a partial amount and the total amount the latter would prevail and between the word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The lowest evaluated Financial Proposal (F_m) in each package will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals in each package will be computed as per the formula given below.

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price quoted by any Consultant and F the price of the Proposal under consideration.

12.4.3 TNIFMC will then apply the weights to the Technical and Financial Proposal as below to arrive at the scores for the Bidders to select the successful Consultant (R1). The remaining Bidders shall be ranked R2, R3 and so forth.

The weights given to the Technical and Financial Proposals are:

$T = 0.8$ and

$P = 0.2$

$S = S_t \times 0.8 + S_f \times 0.2$

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$).

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall include all taxes.

A combined evaluation of each package would be done separately utilising the common technical score and respective financial scores for each package applying the weightages as mentioned above.

13. Negotiations:

- 13.1 The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 13.2 Negotiations with successful Consultant will commence with a discussion of technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions he have made to improve the TOR. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 13.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates, all tax liabilities and all costs, etc.).
- 13.4 Based on the combined evaluation, the bidders would be ranked R1 to Rn for each package respectively. In case a bidder is R1 for more than one package, then the client shall award any one of the packages to the bidder at its discretion. For the other package, the client shall negotiate with R2. The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the TNIFMC will invite the Consultant whose percentage is next higher to R2 and ranked as R3 for negotiations. If negotiation with R3 fails the above process will continue with R4, R4 and so on till all the technically qualified firms are covered. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.
- 13.5 The Contract will be awarded after successful negotiations, with the qualified Consultant.

14. Fraud and Corrupt Practices:

The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the TNIFMC shall be entitled to terminate this Agreement forthwith by a

communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the TNIFMC shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the TNIFMC towards, inter alia, the time, cost and effort of the TNIFMC, without prejudice to the TNIFMC's any other rights or remedy hereunder or in law.

Each Party represents, warrants and undertakes that:

- (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private.
- (b) Each Party shall, adhere to applicable anti-bribery and corruption laws.
- (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).
- (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy

- 15. Please note that the TNIFMC is not bound to select any of the firms submitting proposals. Further, TNIFMC does not bind itself in any way to select the firm offering the lowest price.

16. Bidders are requested to hold their proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and their proposed price. TNIFMC will make its best efforts to select a Consultant firm within this period.
17. Please note that the cost of preparing a proposal and of negotiating a contract including visits to TNIFMC/SIPCOT Office, if any is not reimbursable as a direct cost of the assignment.
18. Assuming that the contract can be satisfactorily concluded in October 2019. Services will be expected to take-up / commence in November 2019.
19. The successful Bidder will be invited for signing agreement. The Bidder is requested to furnish a Security Deposit/Performance Security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee obtained from any one of the Scheduled Banks in India taken in favor of the "Tamil Nadu Infrastructure Fund Management Corporation Ltd (TNIFMC)", Chennai valid for a period of 45 days beyond the period of completion of services. The same will be released on successful completion of all the works satisfactorily without any interest. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
20. The Earnest Money Deposit of the successful Consultant will be discharged when the Consultant furnishes the required Security Deposit and signs the Agreement.
21. The Earnest Money Deposit may be forfeited
 - If the consulting firm withdraws the bid after bid opening during the period of validity of the bid.
 - If the Consultant refuses to accept the corrections of errors in his Proposal.
 - If the consulting firm withdraws the bid after the issue of Letter of Acceptance (LoA) of this bid.
 - In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to:
 - furnish the required security deposit or
 - sign the Agreement
 - accept the Letter of Acceptance
 - if the consulting firm has furnished incorrect information on qualification and experience.
22. If the successful Bidder fails to honor their commitment after award of the Letter of Acceptance (LoA), their name will be blacklisted and will not be considered for availing

services by SIPCOT/TNIFMC for future assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.

23. The selected Consultant shall not disclose any information to others without the written permission of the TNIFMC.
24. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
25. Please note that mobilization advance will not be given to the Consultant.
26. Consortium /Joint Venture between firms not exceeding two firms will be allowed. Memorandum of Understanding (MoU) shall be furnished along with Technical proposals. If the successful Consultant is a consortium/JV, they shall produce a joint venture agreement at the time of signing of contract.
27. It is estimated that 5 (five) months will be required for the assignment and generally Consultant should base Consultant financial proposal on this figure. Consultant should feel free to submit their proposal on the basis of man-months considered necessary by the Bidder to undertake the assignment not exceeding 5(five) months.
28. All documents relating to the Proposal and all communications in connection with the Proposal shall be in English language. All the pages should be serially numbered and signed by the authorized representative of the Bidder.
29. TNIFMC reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
30. It has to be noted that any manufacturing or the construction firm with which the Bidder might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
31. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration &

Conciliation Act 1996. The place of arbitration shall be at Chennai and the language shall be in English.

32. Initial Test of responsiveness:

- i. Technical Proposal along with EMD & Eligibility Information – Cover 1
- ii. Financial Proposal – Cover 2
- iii. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Bidder's authorized representative.

If the consulting firm fails to submit the proposal in the prescribed format and does not satisfy the test of responsiveness, they will be summarily rejected.

Yours faithfully,

CEO
TNIFMC

Enclosures:

1. Terms of Reference.
2. Eligibility criteria Information Forms
3. Supplementary Information to Consultants.
4. Draft Agreement under which service will be performed.
5. Security Deposit/Performance Security – Bank Guarantee format

Consultancy Services for Preparation of Detailed Project Report (DPR) for the development of four Food Parks at Bargur, Cheyyar, Manapparai and Thoothukudi in Tamil Nadu -Reg.

Terms of Reference

1. Background:

Tamil Nadu is one of the leading agriculture-oriented states with a total cultivable area of 59.73 lakh hectares. The State's annual grain production has remained above 100 MT over the last eight years while the State is the largest producer of cotton yarn, accounting for 41 per cent of India's production. Despite the inherent constraints like scarcity of water, the State has maintained a robust policy stance to support growth in agriculture production, increase in farm income and enhanced technology integration to increase productivity and yield.

In terms of Exports, the state exported nearly 15,40,653.83 MT of agricultural products valued at Rs 7,635 crs in 2018-19. Poultry products, groundnuts, buffalo meat, processed fruits, juices & nuts followed by non-basmati rice constituted to 66% of exports in terms of volume and 58% of the total export value in 2018-19. Tamil Nadu remains the leading exporters of poultry products contributing to 86% of the country's exports while contributes to 46% and 31% of the country's exports of the processed fruits, juices & nuts groundnuts respectively. Other major exports include processed vegetable comprising around 8% of the State's agricultural exports.

Wastages occur at the farm itself when agri-produce is minimally processed for making it ready for the primary market. Inadequate storage facilities at the farms also account for wastage. Agri-produce further spoils in transit when taken to mandis, processing units and various consumptions centres owing to weak logistics. At mandis and consumption centres limited storage facilities further account for wastage. Post-harvest management also helps in increasing processing levels in the country. Increase in processing levels is reflected in higher consumptions of agri-produce by food processing industries. Increase in processing level is most desirable as it significantly adds value to agri produce and resultantly provides greater remuneration to farmers and job opportunities to them in the food processing sector. If processing levels do not increase, then reduction in wastage would only build inventories

A strong and dynamic food processing sector plays a vital role in reduction in the wastage of perishable agricultural produce, enhancing shelf life of food products, ensuring value addition to agricultural produce, diversification & commercialization of agriculture, generation of employment, enhancing income of farmers and creating surplus for the export of agro & processed foods. In the era of economic liberalization, all segments

including; private, public and co-operative sectors have defined roles to play and the State promotes their active participation.

Due to the absence of a dedicated and integrated infrastructure facilities with an enabling ecosystem, the State has decided to establish Food Parks to provide state of the art infrastructure for food processing in the country and to provide a mechanism for producers, processors and retailers to work together to build the supply chain for enhanced value additions.

In policy demand 2019-20, the Hon'ble Minister for Industries Department announced that State Industries Promotion corporation of Tamil Nadu Limited (SIPCOT) a Government of Tamil Nadu entity proposes to develop food parks at SIPCOT Viz., Bargur, Cheyyar, Manaparai, Tindivanam and Thoothukudi over an area of 100 to 150 acres each.

State Industries Promotion corporation of Tamil Nadu Limited (SIPCOT) was established in the year 1971 with an objective of aiding speedy development of medium & large-scale industries in the State by forming Industrial Parks. The Industrial parks established and maintained with basic infrastructure facilities such as road, streetlight, water supply system, stormwater drain, arrangement for power supply, provision of greenery by planting avenue plants. The Corporation has so far developed 21 Industrial Complexes/Parks spread over in 12 Districts across the State over an extent of 31,000 acres.

As part of its diversification activities and in view of increased needs for food products and to ensure requisite quality standards for these products, SIPCOT is now proposing to develop Food Parks, with possible grant assistance under Mega Food Parks Scheme (MFPS) of Ministry of Food Processing Industries (MoFPI), Government of India. In the first phase, SIPCOT proposes to develop four Food Parks at Bargur, Cheyyar, Manaparai, and Thoothukudi which would have food processing infrastructure facilities and food processing units (hereinafter referred to as the "Food Parks" or the "Projects"). SIPCOT is planning to prepare the detailed project report through for develop and implement Food parks at four locations viz., Bargur, Cheyyar, Manaparai, and Thoothukudi through a qualified Consultant.

2. Objectives of Food Parks

The primary objective of the Food parks is to provide modern infrastructure facilities for the food processing along the value chain from the farm to the market. It will include creation of processing infrastructure near the farm, transportation, logistics and centralized processing centers. The main feature of the Scheme is a cluster-based approach. The

scheme will be demand-driven and will facilitate food processing units to meet environmental and safety standards.

The expected outcome is increased realization for farmers, creation of high quality processing infrastructure, reduction in wastage, capacity building of producers, processors and creation of an efficient supply chain along with significant direct and indirect employment generation.

3. Vision of Food Parks

The State has a clear goal of attaining these objectives by facilitating and acting as a catalyst to attract quality investments from within India and abroad into this sector with the aim of making food processing a State initiative. With this overall objective, the State aims to:

- Enhance farmer's income by better utilization and value addition of agricultural produce;
- Minimize wastage at all stages in the food processing chain by the development of infrastructure for storage, transportation and processing of agro-food produce;
- Introduce of modern technology into the food processing industries from both domestic and external sources;
- Encourage R&D in food processing for product and process development and improved packaging;
- Provide policy support, and support for creation of Infrastructure, capacity expansion/ Upgradation and other supportive measures form the growth of this sectors; and
- Promote export of processed food products.

4. Salient Features of Food parks

The main feature of the Food parks is a cluster-based approach.

- MFP concept is based on the hub and spoke model which is demand driven model with strong backward and forward linkages that create a sustainable agri-value chain network.
- It contains three vital components namely the Central Processing Centre, Collection Centre (CC) or the Primary Processing Centre (PPC) and the agro-logistics network that connects the CCs with the CPC.
- It would also connect the CPC and CCs with demand centres such as metropolitans and export points.

The basic and core infrastructures are detailed out below, but not limited to

1. Central Processing Centre (CPC):-

- I. Dry warehouse for raw materials.
- II. Pulping Line
- III. Packing Unit including specialized packaging and labelling
- IV. Ripening Chambers
- V. Hi-tech Cold Storage
- VI. Fork Lift
- VII. Quality Control / Testing Lab and R & D Centre
- VIII. Certification & regulatory
- IX. Calibration & Validation

2. Primary Processing Centre (PPC)

- I. Ware House
- II. Grading & shorting Facility
- III. Mobile Collection Vans

3. Basic Enabling Infrastructure facility

- I. Land development and compound wall
- II. Internal roads
- III. Drainage and Sewer
- IV. Electrical distribution and Sub Station
- V. Fire fighting system
- VI. Street Lighting including High Masts
- VII. Weigh-bridge
- VIII. Parking bay
- IX. Water supply , U.G Water Tank, O.H Water Tank
- X. Power plant, as standby power supply
- XI. ETP & STP, solid waste handling
- XII. Detailed transport and logistics outlay (including last mile connectivity)

4. Noncore facilities

- I. Staff Quarters / Auditorium/Guest House
- II. Fire Station & garage for Fire Brigade
- III. Canteen

5. Standard Factory sheds for MSME Units

Depending upon demand, an exclusive MSME zones with Plug & Play Sheds for MSME Units.

5. Project Area/Location:

The project sites are located at Bargur, Cheyyar, Manaparai, and Thoothukudi. The location details and extent of land is given in **Appendix-1**. The bidding shall be done based on the grouping of location as set out in Clause 1 to the Letter of Invitation.

6. Scope of Work:

The selected Consultant will undertake, but not limited to, the following services ('the services') under the assignment to suit the requirements and guidelines of Ministry of Food Processing Industries (MoFPI):

6.1 Stage 1- Data collection & Feasibility Analysis

- (a) Physical site details- The available data on layout, size, shape, existing structures, etc. will be shared with the successful Consultant. The Consultant shall analyze the existing details of layout, and collect the additional data, if required and map all relevant details pertaining to the site and location such as existing infrastructure utilities, amenities, facilities, etc.
- (b) Study Land Use and Development Control regulations~ Master plans, zonal plans, building bylaws, permitted land use and Floor Area Ratio (FAR)/ Floor Space Index (FSI) at the site, rules for obtaining permissible FAR/ FSI, etc. Guideline value of land as per classification of the land, market rates as per latest registration in the immediate vicinity of the land under study.
- (c) Study and analyze all relevant laws including Environmental, Development Control Regulations & any other applicable laws/ rules and regulatory framework that will govern or pose restrictions & affect development of land use including land classification, zoning, setbacks, restrictions, open areas, parking requirements etc. and apply the same for the project.
- (d) Carry out reconnaissance survey and assess on site infrastructure facilities, if any and external infrastructure in terms of access roads, water supply and power supply facilities, ICT infrastructure, etc. and suggest necessary refurbishments/ upgradations required.
- (e) Assess the marketable surplus/processable produce from the identified cluster.
- (f) Analyze the Feasibility of the identified location for Central Processing Center along with the cluster analysis for the proposed Primary Processing Centers.
- (g) Assess the potential for development of the Food Park project in the identified location
- (h) Value Chain Analysis and supply chain analysis.
 - Assessment of the existing infrastructure, gaps / requirements.
 - Identification of the nature / magnitude of insufficiencies / gaps at each stage of value chain
- (i) Develop profile of site including physical area, location, approach, connectivity and demographic & socio-economic profile of surrounding areas.

- (j) Carry out a detailed market demand assessment through primary survey & secondary data with regards to Food parks in terms of sub-sector, products, growth potentials, markets, major players, etc. Market demand analysis should assess the requirements of the market and expectations of the investors, including the need for the facilities in the food parks. Micro level perspective of the potential segments and sub sectors with reference to the domestic/export market would be carried out to:
- Composition of Food parks with potential products;
 - Assess the size and growth of the industry and its potential- segment and sub-sector and component wise;
 - Assess the exports potential;
 - Assess the structure of the domestic industry and factors contributing/inhibiting the growth;
 - Identification of high growth segments and components;
 - Value chain analysis;
 - Supply chain analysis;
 - Identify sub-sectors and components with highest potential and comparative advantage in the context of the proposed Park;
- (k) Identify key players in the region (or outside) across all the proposed operations, who may be willing to come in to the proposed Food Parks.
- (l) Provide recommendations based on 'primary' interactions to attract investments in food park even from 'overseas player' based on the strengths of the raw material and the location
- (m) Towards this, prepare a detailed Project Information Memorandum (in effect a feasibility report)
- (n) Carry out roadshows, workshops, mailers etc to sensitize the potential players on the benefits of establishing processing facilities in the proposed Food Park and seek their Expression of Interest
- (o) Detailing the business models and block costs for the proposed Food Park which will establish the commercial viability and sustainability for the proposed Food Park and will include the return on investment and other such financial analysis, employment generation, social benefits etc.
- (p) Business model and infrastructure expectations from 'prospective operating units' that are likely to set up facilities

6.1.1 Benchmarking of other similar clusters in terms of infrastructure, policy and incentive

structures

- Benchmarking with global /national Hubs
- Global scanning of key economies with regards to
 - Policies, programs, technology, financing and marketing of sectors/countries
 - Case studies of leading Food Parks countries etc. with regards to preparation of master plan & conceptual design, investment promotion, ecosystem development, governmental support, infrastructure support, etc.
 - Benchmarking with other leading states of India
- The Consultant shall carry out detailed case studies of the best practices in India and across the world and make clear and actionable recommendations on each of aforesaid items. Through the global review and benchmarking exercise, the Consultant shall identify at least 4 (four) signature projects of similar nature and complexity from Indian perspective, on lines of which signature projects can be developed to suit the local/Indian conditions.
- Based on the study of signature projects, the Consultant shall incorporate the best features in terms of infrastructure development, investment promotion, ecosystem development, etc. in the Food Park. The Consultant should also indicate the government support /assistance from GoI and GoTN to ensure Food Park is developed to international standards.

6.1.2 Branding and Marketing

- i. To create complete branding and marketing plan to promote the Tamil Nadu Food Park across the proposed locations. The plan should cover online content on a purpose-built website and visual medium.
- ii. Prepare Communication Plan, Marketing Materials- Hard and Soft Assets: Brochures, Posters, Mailers, Audio & Video promotions. All the marketing materials shall be in English.
- iii. The communication/ marketing plan is expected to effectively communicate the objectives of the Food Park project and the benefits it will provide to the potential clients and investors.

- iv. The marketing drive is expected to cover all the major agri, food and allied industries in the world and reach out to potential clients and will enable the park to attract investments directly or indirectly.
- v. The consultant shall detail the execution process of the marketing drive.
- vi. The consultant will prepare list of Potential customers and the key decision makers of the respective companies.
- vii. The consultant shall make follow up efforts with the potential anchor customer(s) till signing up of the investment deal in the park. Anchor customer(s) may be tentatively defined as a customer(s) underwriting 25% of the land area for each of the sites. The anchor customer(s) may be different for each of the sites.

6.2 Stage 2- Preparation of Detailed Project Report:

Preparation of bankable Detailed Project Report conforming to the requirements of the Food Parks Scheme of Ministry of Food Processing Industries, Government of India, incorporating various aspects of the Project as mentioned below. This DPR would be aimed at ensuring that all key aspects related to Project development and operations have been taken into consideration

The DPR would cover the following aspects of the Project but not limited to:

- Site and location analysis
- Analysis of issues related to developing the external infrastructure such as approach road, power, water supply, effluent treatment etc
- Master plan/ layout plan
- Detailed Design & Drawings of the basic & core infrastructure facilities to be established in the Park
- Business profile of the Park
- Estimation of detailed project cost including civil costs in accordance with State PWD/CPWD rates and based on the quotations for plant and equipment
- Project Structuring and Financial modeling
- Overall Impact of the Project including those on environment, socio-economic, financial, etc.
- Project implementation schedule
- Project clearances

6.2.1 After in-principle approval for feasibility study, the consultant shall carry out field investigations like topographical survey/geo-technical/ hydrological investigations as well as the Environment Impact Assessment (EIA) studies for the Projects.

6.2.2 The consultant shall carry out a detailed need assessment of the potential clients willing to set up units in the Food Parks with respect to basic enabling infrastructure and core processing facilities, utility requirements (power, water, effluent treatment etc.) and other facilities together with land requirements thereof, based on the manufacturing operations proposed to be established in the Food Parks.

6.2.3 Conceptual Framework for Development of Food park

Basis the demand assessment, sub-sectors, benchmarking studies, locational advantages and the anchor client's requirements, the Consultant shall prepare a conceptual framework for the development of Food Park. This shall not be limited to

- Focus segments and sub-segments
- Ecosystem in terms of innovation, specialized infrastructure and testing facilities
- Pooled and common infrastructure
- Sectors amenable for convergence
- Ecosystem attractiveness
- Development mix and Components/infrastructure to support the above

6.2.4 Preparation of Master Plan

- Based on the analysis and conclusions of site conditions, surveys, market assessment, case studies and conceptual framework, the Consultant shall prepare the comprehensive master plan.
- The comprehensive master plan shall be derived based on the requirements of the industry and functionality with self-contained facilities. The plan should focus on environment friendly and sustainable physical and common infrastructure components considering the opportunities and constraints of the site
- The master plan shall be guided by the applicable development guidelines of the Directorate of Town & Country Planning, Government of Tamil Nadu. The design philosophy should prioritize various aspects viz., circulation, land suitability, environmental sustainability and topography to optimize various land uses
- The guiding principle for the master plan should be to incorporate the principles of an eco-industrial park by maximizing green space and open spaces, and provision of green belts. Thus, the design should envisage functional and accessible workplaces by incorporating prudent and scientific planning principles including the

following:

- Location of industrial activities based on the processes and outputs
 - Providing efficient access to the main road from all sides of the park
 - Common facilities to support industrial activities
 - Decentralised facilities for easy access to the users of the park
 - Provision of infrastructure facilities based on the site characteristics, topography and functionality
 - Provision of social and common amenities
 - Exclusive zones for ancillaries, MSME's and support services
- The Master Plan should incorporate phase wise development, if required so, without compromising on the original form and shape.

6.2.5 Preparation of Infrastructure Plan with detailed design & drawings:

(a) The Consultant should prepare a comprehensive infrastructure plans for the finalized master plan of Food parks. The infrastructure plan should be developed in tandem with the master plan and based on the need assessment for the Park. The following components, which are indicative, may form part of the infrastructure plan. The Consultant based on the market demand assessment and guidelines of MoFPI may suggest additional/appropriate infrastructure facilities along with their demand and spatial requirements.

Sector	Aspect
Basic enabling structures	<ul style="list-style-type: none"> ● Site Development, Roads, Storm Water Drainage, comprehensive water Supply System, Sewerage System and Treatment and recycling system, , rain water harvesting system, Waste Management- Domestic and Hazardous, Power Transmission and distribution system, street lighting, landscaping services, Access control, visual elements and signages, data & communication, security, parking bay, weigh bridges, common office space etc.
Core infrastructures	<ul style="list-style-type: none"> ● food testing laboratory, cleaning, grading, sorting and packing facilities, steam generation boilers, dry warehouse, cold storage, pre-cooling chambers, ripening chambers, IQF,

	specialized packaging, other common processing facilities, etc.
Industrial Infrastructure	<ul style="list-style-type: none"> Developed Plots, Built to Suit units, Logistic Hub, Warehouses
Common Amenities & Social Infrastructure	<ul style="list-style-type: none"> Training Center, Administrative Block, Conference Facility, Service Area for Bank/Courier/Spares, Canteen/food court, Crèche, Fire Tender, First aid, worker's dormitories, etc.
Others	<ul style="list-style-type: none"> Others as spelt out in the master plan

- (b) Prepare the Concept design, detailed architectural drawings, detailed design & drawings with area statement of floor plates for the proposed buildings for common amenities and base enabling infrastructures, core infrastructure, Industrial infrastructures and social infrastructure including allocation and sizing of built up areas for various activities and common facilities, road networks, storm water drainage network with recharge facilities, comprehensive water supply system, sewerage system along with STP and recycling of treated waste water for green/landscaped areas, electrical distribution Centre along with locations and capacities of transformers, landscaping plan, solid waste management system, access control in the form of entry/exit, security, appropriate fire hydrant systems, etc. The Consultant should ensure that the infrastructure and facilities planned should be world class on plug & play format.
- (c) The Consultant should also incorporate environmentally sustainable practices in the planning and design of infrastructure and common facilities to enable Food parks meet the requirements of a green industrial park.
- (d) The Consultant shall provide detailed technical specifications, functional requirements, and the detailed cost estimates with item wise bill of quantities in line with the applicable standard data and schedule of rates for all the physical components along with all calculations and details required for third party peer review / audit and clarify any queries raised by the peer reviewer. The Consultants should provide details of basic assumptions for unit prices, physical contingencies, price contingencies, escalation and other cost components.
- (e) **Statutory Approvals:** Consultant should assist Clients in obtaining all key statutory approvals/clearances including environmental clearances, which are prerequisite to commencement of the Projects.

- (f) **Risk Management Framework:** Given that the Projects may be in part financed from lenders/investors, it would be critical for project implementing authority to clearly identify project risks for their suitable allocation among project participants and subsequent mitigation. Consultant should prepare the risk management framework for the projects to enable Implementing Authority to take an informed view on the overall risk profile of the Projects, formulate strategies to deal with individual risk components and the impact these would have on the overall development and operations of the Projects

6.2.6 Business plan, Financial modeling and Project Structuring

- (a) An extensive financial model and business plan to be developed to capture all the techno-commercial as well as financial aspects of the Project both during the development as well as the operations phase. The Business Plan should ensure that the Project is bankable.
- (b) The Consultants should suggest an appropriate pricing strategy both in terms of upfront and O&M charges to ensure sustainability of Food park.
- (c) The Consultant should take cognizance of competing facilities in determining the pricing of the developed plots, infrastructure, common facilities, innovation infrastructure, etc.
- (d) The Consultants also should prepare a development strategy in terms of phasing of development, area to be developed, facilities and infrastructure provision. The development strategy should ensure that the project is bankable for each of the phase of development, if agreed by SIPCOT.
- (e) To study and suggest various project structure models for development, financing and operation
- (f) Collection, compilation and analysis of relevant financial data relating to all costs and revenues;
- (g) Estimate capital (hard) costs, relating to both civil work and plant and machinery, as well as the soft costs related to the project development including contingency provisions, preliminary and pre-operative expenses, financing expenses and other costs.
- (h) As a part of the business plan preparation exercise, recommend a suitable capital structure which, in its view, may be acceptable to potential lenders and thus enable SIPCOT to take the Projects forward
- (i) Estimate the likely costs of operating and maintaining assets of these projects.
- (j) Based on the likely cost of developing the projects, the operation and maintenance expenses, the repayment to the potential lenders and the asset re-generation

requirements of the Projects, Consultant would advise SIPCOT on structuring appropriate User Charges

- (k) Assessment of commercial viability of the Project.
- (l) Prepare a reasonable estimation of the likely revenues for each business unit; The Consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used in the financial model. The analysis shall include all the elements of the project;
- (m) The Consultant has to analyze its feasibility in respect of financial aspects and give their recommendation. The analysis should also include breakeven analysis, sensitivity analysis and cost benefit analysis.
- (n) Develop a financial model to determine viability of proposed project based on applicable regulations, block costs of development and market trend; Identification of the appropriate capital structuring, revenue model, Profit & Loss, Balance sheet and cash flows, Project IRR, Equity IRR, other key ratios as may be deemed fit and economic or social returns as applicable. The model is to incorporate, as applicable, the annual concessional fees, revenue share, upfront premium, lease rental, development fee, mixed revenue model, revenue assessment for developer.
- (o) The Consultant shall also undertake sensitivity analysis by identifying most critical factors and determine their impacts on the project viability, including varying project costs and benefits, implementation period and combination of other factors;
- (p) Identify expected returns of various stakeholders involved;
- (q) The Consultant shall conduct a risk analysis of the development to determine, allocate and manage/mitigate risks (such as but not limited to project, commercial, financial, political, economic and legal) during all stages of the project;
- (r) Carryout Value for Money Analysis (VFM) for various mode of execution/operation development of possible alternatives for revenue maximization and shall identify and quantify all costs, expenses and revenues of the project, and prepare cash-flow statements.
- (s) The Consultant shall review and assess appropriate institutional, legal and regulatory framework for development of the project through different options EPC/D&B/DBOT including public private partnership;
- (t) Evaluate strategic objectives in relation to the project and advising on the commercial and capital structuring, especially with reference to Applicable Laws;
- (u) Based on the regulatory framework and the financial feasibility after incorporating the comments and feedback from in-house team, review committee and SIPCOT, suitable project structuring models shall be assessed, and the most suitable model shall be recommended by the Consultant keeping in view the quick implementation and acceptability and marketability to the investors. This may include a project

structure and funding models with a combination of public funding and private investment.

- (v) The Consultant shall come up with an appropriate project structuring for the development and operations of common facilities/innovation/knowledge management and other facilities amenable under EPC/D&B/DBOT/PPP formats.
- (w) The Consultants shall also detail out the assistance in the form of grants available under various schemes of Government of India and means of availing the same. Appropriate project structure amenable to access such grants should be worked out.
- (x) Recommend an implementation strategy for the project including details regarding the responsibilities involved in the project development and operation stage
- (y) Identify the appropriate procurement strategy for development of Food parks. The mode of contracts such as EPC, Design & Build or DBOT or PPP models and their pros & cons of each strategy to be analyzed along with specific recommendations.

6.2.7 Positioning & Investment Promotion Strategy

Positioning the Food park is a key element in its success and attract investments into the park. Thus, the Consultant should come up a clear strategy on Positioning Food park along with a detailed investment promotion strategy which is not limited to

- Ecosystem positioning
- Strategy for positioning these Food parks as a Global Food parks destination
- Policy and regulatory framework
- Identification of target countries for investment promotion in the focused segments
- Identification of trade associations, bi-lateral bodies and other stakeholders for a targeted investment promotion drive
- Domestic clusters for investment promotion
- Promotion plan along with calendar of events

Based on the above tasks, the Consultant should prepare a Detailed Project Report (DPR) aimed at ensuring project bankability to the satisfaction of SIPCOT, promoters, investor(s) and potential lenders and procuring necessary grant/support and incentives from related Ministries/Departments of Central Government and State Government.

7. Data, Services and Facilities to be provided by the SIPCOT:

The SIPCOT, through TNIFMC, will provide the following inputs and facilities:

- Access to the land and co-ordination with local authorities.
- Comments or approval for each output or report within 15 days from the date of submission by the Consultant.
- Any other available data /information relevant to the assignment.

- Facilitate meetings and interactions with relevant Govt. depts to collect data / information.

6. Time Schedule and Reports

(A) Time Period for The Services

- i) The time period envisaged for the preparation of the Detailed Project Report is five(5) months. The final reports, drawings and documentation shall be completed within this time schedule.
- ii) The SIPCOT through TNIFMC, shall arrange to give approval of all sketches, drawings, reports and recommendations and other matters submitted by the Consultant in such reasonable time (i.e., within 15 days) so as not to delay or disrupt the performance of the Consultant's Services.
- v) The Consultant shall give a detailed programme for completion of each of the activities for which the Consultant is responsible.
- vi) The Consultant shall be required to complete activities, to the satisfaction of the SIPCOT and TNIFMC, to be eligible for payment for any part of the next activity.

(B) REPORTS

The following Reports to be furnished by the Consultant for review and approval:

- (a) Inception Report
- (b) Interim Report/Feasibility Report
- (c) Signing of MOU with key anchor clients/ investors
- (d) Draft Detailed Project Report
- (e) Final Detailed Project Report

- (a) Inception Report (4 copies)

The Inception report shall summarize but not limited to all the initial findings of the project and propose the methodology to be undertaken by the Consultant to fulfil the scope of services. The detailed work plan including deployment of staffs for carrying out services to be included in the Inception Report.

The Inception report shall include but not limited to the following:

- Mobilization plan
- Detailed approach and methodology
- Time frame and task allocation
- Key personnel and supporting staff along with deployment schedule
- Identification of key issues
- Method and time frame for conducting surveys

- Type of surveys, questionnaires, fixation of sample size of surveys and location/duration of surveys for the project assignment
- Assessment and Identification of user group

(b) Interim Report (4 copies)

The Interim report shall cover but not limited to all data collection, survey , market demand assessment including market research survey including focus group discussions, perception survey etc and feasibility analysis. The report shall include data collection details, survey and outcome of the Feasibility Analysis. Further the interim report should also have a detailed investment promotion strategy alongwith an update on marketing and signing of anchor clients for the park.

(c) Submission of signed MoUs with Anchor clients covering not less than 25% of the proposed capacity

(d) Detailed Project Report (4 copies)

The Draft & Final DPR shall cover the following but not limited to:

- Salient features
- Executive summary
- Introduction
- Project Background
- Sector Profile
- Requirement/ demand analysis
- Market overview and current trend in market for development of medipark
- Urban planning and site suitability
- SWOT analysis
- Market analysis and demand assessment
- Outcome of Market Research Analysis including product mix & pricing strategy
- Master plan, Infrastructure Plan, Architectural Conceptual plans and floor plans
- Detailed structural & MEP design & drawings
- Detailed Specification & functional requirements
- Detailed Cost estimation with item wise BoQs
- Financial estimates and cost projections
- Revenue streams
- Cost benefit analysis and Investment criteria
- Project & Financial Structure
- Financial model
- Environmental & sustainability aspects
- Environmental Impact Assessment Report & Environmental Management Plan
- Risk assessment and mitigation measures
- Project Management Organization and Contract Management Strategy
- Branding & marketing strategy
- Project approvals/clearances
- Recommendation

7. Outputs and related payment schedule:

The duration of the assignment is 5 months and the outputs are sub-divided into the following.

Stage 1*: Evaluation of site and Feasibility Analysis (not exceeding 30% of total contract price) – 2 months from the date of commencement.

- a) Submission & Approval of Inception report: Inception report to elaborate the methodology, work plan and deployment of staff, etc. covering all two stages. – within two weeks from the date of commencement: 10% of the cost of Stage 1.
- b) Submission & Approval of Interim Report at the end of 1.5 months from the date of commencement: 30% of the cost of Stage 1.
- c) Signing of anchor tenants at the end of 2 months from the date of commencement: 60% of the cost of Stage 1

Stage 2*: Detailed Project Report including master plan, infrastructure plan, conceptual design, detailed design & drawings, project & finance structuring etc. (not exceeding 70% of total contract price) – 3 months from approval of Stage 1 report.

- d) Draft DPR including master architectural plan & details, specification, cost estimates, business plan & financial model – 1.5 month from approval of Stage 1 Report: 50% of the cost of Stage 2.
- e) Submission & Approval of Final DPR including master plan, infrastructure plan, architectural design & details, detailed structural & MEP design & drawings, specification, cost estimates, project structuring, business plan & financial model – 2.5 months from approval of Stage 1 Report: 40% of the cost of Stage 2.
- f) Assisting the Client in getting planning approvals & other clearances, if any from the statutory authorities – 3 months from approval of Stage 1 Report: 10% of the cost of Stage 2.

Note:

- SIPCOT approval of the previous stage and go ahead is required before proceeding to the subsequent stage of works.
- The above fees include all the costs related to carrying out the services, including overheads, taxes, duties imposed on time to time by the government.
- All base documents including spreadsheet workings, survey data, survey questionnaire etc. used for this assignment shall be submitted to the SIPCOT through TNIFMC along with the Interim reports and the final report.
- The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been deployed on the project.

- Consultants shall attend periodical reviews to be conducted by the TNIFMC and SIPCOT with various departments of the government. Consultants shall make presentations to TNIFMC, SIPCOT and to various departments as required during various stages of the assignment.

8. Coordination Meetings:

The following coordination meetings shall be held for effective implementation of the project:

- An In-house Team (IHT) comprising representatives from SIPCOT, TSAMB & TNIFMC would be formed by the SIPCOT. There shall be regular fortnightly meetings wherein representatives of the IHT will review the progress and other aspects of the work. The review meetings shall be held till the completion of the study in SIPCOT's office. The Consultant shall record the minutes of such meetings and maintain them as records for future reference after obtaining the SIPCOT's approval to the same.
- Consultant shall also attend the meeting to be held at Government level and other Departments as and when required.

9. Key personnel:

Sl. No	Position	Qualifications & Experience	Years of Experience
1	Team Leader	Post Graduate in Management/ Agriculture/Engineering/Science/Food science and technology with experience in setting up the food processing industries/ food parks/ industrial parks and marketing of the same and advising public/private entities on policies, strategies, development and management.	Min 15 years
2	Senior Market Analyst	MBA with experience in conducting market surveys, analyzing the market potentials, products, growth potentials, major players, etc. Macro-level & Micro level perspective of the potential sectors and sub sectors with reference to the domestic/export market for Food parks	Min 12 years
3	Architect/Planner	Post Graduate in Urban Planning /Architect. Specific experience in development of master plans/schemes, sectoral plans for	Min 12 Years

Sl. No	Position	Qualifications & Experience	Years of Experience
		infrastructure development of minimum 100 acres. Added advantages of planning & designing the Food park	
4	Agriculture Marketing Expert	Post Graduate in Agriculture/ /Science/ Food science and technology with experience in planning & management of Agriculture Sector including marketing experience and should have worked on minimum 2 projects supporting marketing and commercialization of food parks.	Min 12 Years
5	Industrial Infrastructure Specialist	Post Graduate in Civil Engineering/ Planning with experience in the planning & design of infrastructure for area development projects viz., industrial parks, Food parks, SEZs, industrial corridors, clusters industrial estates, etc.	Min 12 Years
6	Civil Engineering Specialist	Post Graduate in structural Engineering/Geo-technical engineering/soil mechanics/ construction management or equivalent post graduation within civil engineering discipline with experience in designing, costing and finalization of specification & functional requirement of similar infrastructure projects. Procurement of infrastructure projects.	Min 12 Years
7	Investment Promotion Specialist	Post Graduate in Engineering/Management/Planning with experience in advising governments/bodies on investment promotion and strategy	Min 10 years
8.	Financial Expert	MBA Finance/CA with experience in preparing business plan, revenue model and financial structuring in similar infrastructure projects.	Min 10 Years

- The applicant is advised to prepare the CVs of their proposed Key Professional Staff specifically highlighting their qualifications and experience in the relevant areas of expertise.
- The CVs should also highlight the proposed Professional Staff's higher education, training and publication of technical papers, etc. as well as their experience in providing training in the relevant areas.
- The CVs should also reflect the details of projects handled in terms of area, costs, duration, source of funding, type of contract document used, etc. Broadly speaking, qualifications and experience in excess of the minimum requirements will be given

higher weightage.

- Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. The Client will accept one-time replacement only and any second replacement for same position proposed by the Consultant shall attract a penalty of 10% reduction of remuneration of approved key professional. Any subsequent replacement for the same position shall attract termination of contract.
- if the Client finds that any of the Personnel have (i) committed serious misconduct, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

10. Composition of Review Committee:

The Review Committee shall comprise of the following members:

- (i) Additional Chief Secretary/Chief Project Officer, TNIFMC – Chairperson
- (ii) Special Secretary, Industries Department - Member
- (iii) Managing Director, SIPCOT - Member
- (iv) Representatives from TSMB - Member

There shall be regular meetings wherein the Review Committee will review the progress and other aspects of the work. The Consultant shall record the minutes of such meetings and maintain them as records for future reference after obtaining the SIPCOT's approval to the same. The Review Committee shall approve all the Consultant's deliverables.

11. Procedure for Review & Approval for deliverables:

The Review Committee will review the reports submitted by the Consultant. The decisions/suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports should be given to the Consultant within 15 days of submission.

12. Final Report:

The Final Report shall be addressed to the CEO, TNIFMC and be submitted at the office of Tamil Nadu Infrastructure Fund Management Corporation Ltd. (TNIFMC), 19, TP Scheme Road, RA Puram, Chennai 600 028.

13. Delay & Deficiencies of Services

Any delay & deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Price of the Consultancy Services, and/or termination by the TNIFMC or SIPCOT.

Appendix -I – Location details

Name of the Place	Location	Land earmarked
(1) Bargur	Bargur Food Park to be established in Bargur SIPCOT, Pochampalli Taluk in Krishnagiri district which is situated on NH-66 (Krishnagiri-Poducherry Highway)	SIPCOT has already earmarked 118.58 acres in Industrial Park at Bargur which is having all basic infrastructure facilities.
(2) Cheyyar	Cheyyar Ultra Mega Food Park to be established at Cheyyar SIPCOT, Vembakkam Taluk in Tiruvannamalai District which is situated on SH-116 (Kancheepuram-Vandavasi-Tindivanam High Ways).	SIPCOT has already earmarked an extent of 110.67 acres of land in industrial park at Cheyyar which is having all basic infrastructure facilities.
(3) Manapparai	Manapparai Food Park to be established at upcoming Industrial Park in Manapparai Taluk, Thiruchirapalli District which located in Chennai—Tiruchirapalli National Highway	SIPCOT has earmarked an extent of 150 to 200 acres of land in industrial park which is to be established in Manapparai Industrial Park. The lands are in possession with SIPCOT and obtaining Environmental Clearance from State Environmental Impact Assessment Authority (SEIAA) for establishment of this Industrial Park is under process.
(4) Thoothukudi	Thoothukudi Ultra Mega Food Park to be established at Thoothukudi SIPCOT in Thoothukudi & Ottapidaram Taluk, Thoothukudi District which is located abutting NH-45B (Madurai-Thoothukudi).	SIPCOT has earmarked an extent of 150 to 200 acres of land for Food Park. The lands are in possession with SIPCOT and obtaining Environmental Clearance (EC) from MoEF&CC for establishment of the Industrial Park is under process.

ELIGIBILITY INFORMATION TO BE PROVIDED BY CONSULTANTS

- I. Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named
- II. Brief description of organization
- III. Outline of recent experience of assignments:
 1. Name of the project
 2. Name of the owner or sponsoring authority
 3. Brief description of assignment
 4. Cost of assignment (Fees) in Rs/US\$
 5. Development cost /construction cost of the project Rs. /US\$
 6. Status of development
 7. Place of study as part of assignment
 8. Mention the model advised for execution if suggested
- IV. Attach Client certificate for completion of project#
 1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No

- If the consultant is not able to produce the Client's completion certificates, they have to submit Letter of Acceptance / Letter of Engagement/ Agreement with scope of completed services together with the declaration on completion by the bidder with certification from the Statutory Auditor and the same shall be attested by Notary Public as a documentary evidence.

- V. Financial Statement of the last five financial years (to be stated in INR/US\$)¹

Sl. No	Particulars	2018-19	2017-2018	2016-2017
1.	Annual Turnover from consulting business ²			
2.	Total Assets			
3.	Current Assets			
4.	Total Liabilities			
5.	Current Liabilities			
6.	Net Worth			
7.	Working Capital			
8.	Net Profit			

¹Balance sheet /Profit-loss accounts shall be submitted for the last three years and the above financial statement shall be certified by Chartered Accountant.

² Annual turnovers shall reflect only consultancy fee summing of gross fees received as Prime Consultant or in joint ventures (fees as per percentage of participation)

*** In the case of 2018-19, the provisional annual turnover certified by Chartered Accountant is acceptable.**

V. Contact Person / Details:

Name :

Phone No:

email id :

VII. Details of EMD

FORMS FOR SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) Covering Letter for the bid in Form F-1
- (ii) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 7 years in the format given in Form F-2.
- (iii) A description of the manner in which Consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iv) The Consultant's comments, if any, on Terms of Reference (TOR) and the data, services and facilities to be provided by the SIPCOT indicated in the Terms of Reference (TOR)
- (v) The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (vi) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (vii) Memorandum of Understanding (MoU) should be furnished by Consortium /Joint Venture

(b) Financial Proposals

The financial proposals should include the following:

- Schedule of Price Bid in Form No. F-6 with cost break-up.

(2) Two hard copies (one original and copy) of the Technical and Financial proposals should be submitted to Office of TNIFMC with soft copy of Technical proposal except Financial proposal.

(3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the Consultant shall be as per ToR after approval of the Reports.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of _____ Regarding

I/We _____ Consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as Consultant for _____.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

It is certified that we (including members of consortium/JV) have not been blacklisted/debarred by any of the Central Government/State Governments in India / Multilateral Funding Agencies.

We undertake that our proposal is valid for 90 days from the date of submission of proposals.

Yours faithfully,

Signature: _____

Full name _____

and address:_____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 7 YEARS

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignments of similar nature of completed assignment:

<u>Sl.No.</u>	<u>Name of assignme nt</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assignme nt in Rs.</u>	<u>Cost of Development / Construction of Project in Rs.</u>	<u>Date of commencem ent of services</u>	<u>Date of completion of services</u>	<u>Was assignment satisfactoril y completed</u>
1	2	3	4	5	6	7	8	9

Note: Please attach certificates from the employer by way of documentary proof. Only assignment with client certificates will be evaluated. If the consultant is not able to produce the Employer's completion certificates, they have to submit **Letter of Acceptance / Letter of Engagement/ Agreement** with scope of completed services together with the declaration on completion by the bidder with certification from the Statutory Auditor and the same shall be attested by Notary Public as a documentary

evidence. Only completed assignments with proofs of completion certificate to be submitted will be evaluated.

For completed project, the Consultant shall submit the Completion certificate from the Employer/ Engineer-In-charge/Project In-charge and other form of proof as mentioned above.

FORM – F 3

WORK PLAN TIME SCHEDULE

A. Work plan Schedule including field survey

Sl. No.	Item	Week-wise Program					
		1 st	2 nd	3 rd	4 th	5 th	6 th

—

B. Manning Schedule (Key & Sub-Key Professional)

Sl. No.	Item	Week-wise Program					
		1 st	2 nd	3 rd	4 th	5 th	6 th

—

C. Compilation and submission of reports Schedule

As indicated under TOR

1. .

2. .

3. .

4.

Etc.

D. A short note on the line of approach and methodology outlining various steps for performing the study.

E. The Consultant's comments, if any, on the Terms of Reference (TOR) and the data, services and facilities to be provided by the SIPCOT indicated in the Terms of Reference (TOR)

Note: Conditional bid will be liable for rejection

FORM NO.F-4

**Composition of the Team Personnel and the task which would be assigned to each
Team Member**

1. Key Experts

Sl.No.	Name	Position	Task assignment
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2. Sub-Key Staff (as required)

Sl.No.	Name	Position	Task assignment
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FORM F-5

SUGGESTED FORMAT OF CURRICULUM VITAE

FOR MEMBERS OF CONSULTANT'S TEAM

1. Name: _____

2. Profession/
Present Designation: _____

3. Years with Firm/Organization: _____ Nationality: _____

4. Area of Specialization: _____

5. Proposed Position on Team: _____

6. **Key Qualifications:**

Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.

7. **Education:**

Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended, and degrees obtained. Use up to a quarter page.

8. **Experience:**

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last fifteen years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.

9. Languages:

Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.

Signature of Staff Member

Date:

FORM NO.F-6

SCHEDULE OF PRICE (FINANCIAL) BID

(Cost should be provided in Cover 2)

<u>Items</u>	<u>Amount in Rupees</u>	
	<u>In figures</u>	<u>In words</u>

A. Total consultancy Cost:

B. GST (---%)

Total cost of assignment

Signature of Consultant

(Authorized

representative)

Note: Price / Cost / Financials shall not be mentioned anywhere in cover 1

Detailed Cost Estimate of Services *

I. Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Monthly Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
---------------------	--------------------	---	--	---

a) Team Leader _____

b) " _____

c) " _____

d)

e)

Sub-Total (Staff) _____

II. Direct Expenses:

a) Printing & Stationery and

b) Survey Expenses

c) other expenses (Please specify)

Sub-Total (Direct Expenses) _____

III. Out-of-Pocket Expenses:

a) Per Diem ¹ Room	Subsistence Total	Days
<u>Cost</u>	_____	_____

b) Air fare: _____

c) Lump Sum Miscellaneous Expenses:² _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

TOTAL COST ESTIMATE _____

¹Per Diem is fixed per calendar day and need not be supported by receipts.

²To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

*The information in this form is used to finalize Annex C to the Contract

Consulting Services
Draft Agreement

Subject: (Name of Assignment)
(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ months, during the period from _____ to _____.

3. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

4. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

5. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

6. Payments for the services will not exceed a total amount of Rs. _____.

The (Name of Client) will pay (Name of Consultant), within 15 days of receipt of invoice after approval of the report, which is as follows:

Amount	Currency
---------------	-----------------

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

7. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The risks and the coverage shall be as follows:

- (a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];
- (b) Professional Indemnity insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

8. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence or willful misconduct of the [Name of Consultants] in the provision of services under this contract. The liability of the [Name of Consultants] under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. The obligation under this paragraph shall survive the termination of this Contract. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or willful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law.

9. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shallbe disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

10. Either party may give notice for termination of this contract along with a rectification period of 30 days. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of

Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

11. On issue of Letter of Acceptance (LoA), an acceptance for LoA shall be sent by Consultants within 2 days and subsequently execute agreement with the SIPCOT within 14 days from the date of issue of LoA. Failing to do adhere to this, the SIPCOT reserves the right to cancel the consultancy work by forfeiting the EMD.

12. The Consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The Consultants shall meet the SIPCOT with all the key personnel, as a proof of mobilization and commence work within 14 days from the date of receipt of the LoA. Failing to comply with this will be considered as non-mobilization of key personnel and the SIPCOT reserves the right to cancel the consultancy work.

13. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 7 days from the date of issue of LoA. The format is enclosed in Annexure-5.

14. The SIPCOT shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

15. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the SIPCOT. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the SIPCOT.

16. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

17. The Consultant will not assign this Contract or sub-contract or any portion of it without the SIPCOT's prior written consent.

18. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the SIPCOT shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

19. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission. Confidential information does not include any information which:

- (i) is rightfully known to the recipient prior to its disclosure;
- (ii) is independently developed by the recipient without use of or reliance on confidential information or
- (iii) later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
- (iv) where recipient is ordered by a judicial authority to disclose confidential information.

20. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

Place:

Date:

Thiru._____

Thiru._____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

Annex A: Description of Services (Terms of Reference)

Annex B: Consultants Personnel

Annex C: Consultants Reportings Obligations

Annex D : Cost of the assignment with break up

Annex E : Security Déposit/ Performance Security

**Format of Security Deposit/ Performance Security in the form of unconditional
Bank Guarantee**

To

Managing Director,
State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT),
19-A, Rukmani Lakshmiipathy Salai,
Egmore, Chennai 600 008

In consideration of State Industries Promotion Corporation of Tamil Nadu Ltd. (SIPCOT) (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Letter of Acceptance no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the "Agreement") Consulting Servicesand the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid

discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

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

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

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2019.