



Request for Proposal (RFP)

Up gradation and Renovation of Poompuhar Production Centres

Tender Ref.: TNHDC/490/P1/21-22

Volume-1

Tender Document (Envelope-1)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

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Disclaimer

- 1) This Tender document is neither an agreement nor an offer by Tamil Nadu Handicrafts Development Corporation Limited (TNHDC) to the prospective Bidders or organisation or any other person. The purpose of this Tender document is to provide information to the prospective Bidders that may be useful to them in the preparation and submission of Bid.
- 2) TNHDC does not make any representation or warranty as to the accuracy or reliability or completeness of the information in this Tender document and it is not possible for TNHDC to consider the particular needs of each prospective Bidder. The prospective Bidders shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids and price quoted in the Bid to cover all obligations under this Tender. The Bidder shall make all arrangements for execution of the contract at its own cost and transport.
- 3) TNHDC will not have any liability to any prospective Bidder or organisation or any other person under any laws for the loss or expense or damage which may arise from or be incurred in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Contract.
- 4) TNHDC will not be responsible for any delay in receiving the Bids. The publication of this Tender does not imply that TNHDC is bound to select any Bidder or to sign Contract with the Successful Bidder, as the case may be, for the Scope of Work. TNHDC reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage for reasons such as change of scope or technology or non-availability of anticipated fund whatsoever with intimation notice published on the designated websites.
- 5) TNHDC reserves the right to change / modify / amend any or all conditions of this Tender document that will be made available on the designated websites.
- 6) This Tender process is governed by the Tamil Nadu Transparency in Tenders Act 1998 with The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. It is Bidder's responsibility to ensure that they submit all the supporting documents without fail and it is the Bidder's sole responsibility to establish the proof of having relevant experience of the Bidders to fulfil the eligibility requirements otherwise the Bids are liable for rejection.

Definitions

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

#	Terms	Definitions
1.	Day	A day means a calendar day.
2.	Month	Month means an English calendar month.
3.	Government	Government means the Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu.
4.	Department	Department means the Tamil Nadu Handicrafts Development Corporation Limited under the administrative control of Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu.
5.	Government Organisations	Government Organisations means Central Government, State Government, Public Sector Undertakings of Central/State Governments, and Wholly owned Government Bodies.
6.	Applicable Law	Applicable Law means the Laws and any other instruments having the force of Law in Tamil Nadu as they may be issued and in force from time to time.
7.	Request for Proposal (RFP)	RFP means "Request for Proposal" document issued for "Upgradation and Renovation of Poompuhar Production Centres".
8.	Bidder/ Tenderer	Bidder/ Tenderer means the party who makes a formal offer in pursuance of this Tender floated by TNHDC.
9.	Partial offer	Partial offer means that the Bidder not quoting for the entire scope of work or price as asked in the Technical or Price Bid and such Bids are liable for rejection.
10.	Conditional offer	A conditional offer means that the Bidders specify their own terms and conditions for the Scope of Work or quoted Price which would be non-responsive to the tender conditions and such Bids are liable for rejection.
11.	Successful Bidder or TENDERER	Successful Bidder or TENDERER can be interchangeably used and means the Bidder who has been selected for awarding the contract through this Tender process.
12.	Services	Services mean the work to be performed by the TENDERER as per the Scope of Work described in the Tender.

#	Terms	Definitions
13.	Agreement	The agreement means the agreement to be entered between TNHDC and TENDERER with all its appendices and annexure and any amendments thereto made in accordance with the provisions herein, read in conjunction with this Request for Proposal (RFP) document, and the bid response including its further revisions, associated documentation as the situation may deem necessary.
14.	Force Majeure	Force Majeure means any event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
15.	Material Breach	Material Breach means not submitting any deliverables, as mentioned in the Scope of Work and not rectifying the default within the days of being notified of the default.
16.	Other Terms	Other terms used in the Tender but not defined under this shall have the same meaning as assigned to such terms under the Companies Act 1956, as the case may be, as amended from time to time.

1. Introduction

The Tamil Nadu Handicrafts Development Corporation Limited (hereinafter called TNHDC) popularly known as “**Poompuhar**” was incorporated as a Public Limited Company by taking over the Sales Emporia and Training-cum-Production Centres. The TNHDC promotes exquisite handicrafts like Bronze Icons, Brass Lamps, Stone Sculpture, Thanjavur Art plate, Thanjavur Paintings, Wood Carving, Mementos / Memorabilia, Jewellery, Pottery, Carpets, etc.

The TNHDC aims to encourage and hone the talent of artisans by training them, helping them improve their product quality and providing them social security by marketing their products. The TNHDC builds capacities of the artisans and helping them to cater to the changing demands of consumers. It also helps nurture traditional culture, make these ancient arts and crafts flourish.

By this Upgradation and Renovation of Poompuhar Production Centres for manufacturing of brass lamp, brass temple bells, Metal sculptures other brass artefacts, Articulated Tanjore paintings and Plates, Sandal wood sculptures, Etc ; it can improve the existing Building Repairing and retrofit Works, Electrical & lighting Work, Plumbing Work, Products Display Gallery and admin office, Signage & Name Board, Compound Wall & Pathway Development, Toilet facilities.

More details about the Corporation may be had by visiting the www.poompuhar.com.

2. Tender Schedule

#	Parameters	Details
1.	Tender Inviting Authority, Designation, and Address	The Managing Director Tamil Nadu Handicrafts Development Corporation 759 Anna Salai, Chennai – 600 002 Phone:(044) 2852 1271/1325/5094 Fax: (044) 2852 4231 Email: tamilnaduhandicrafts@yahoo.co.in
2.	Tender Reference	TNHDC/490/P1/21-22
3.	Tender called for and Place	Upgradation and Renovation of Poompuhar Production Centres at following locations
03.1	Package-01	Upgradation and Renovation of Poompuhar Brass & Bell Metal Production Centre at Nachiarkoil. Poompuhar Brass & Bell Metal Production Centre, South Street, Nachiyarkoil, Thanjavur- 612 602. Phone : 0435-2466553
03.2	Package-02	Upgradation and Renovation of Poompuhar Brass Artware Production Centre at Madurai. Poompuhar Brass Artware Production Centre, SIDCO Industrial Estate, K.Pudhur, Madurai-625 007. Phone : 0452-2566774
03.3	Package-03	Upgradation and Renovation of Poompuhar Brass & Bell Metal Production Centre at Vagaikulam. Poompuhar Brass & Bell Metal Production Centre, Mannarkoil (Post),Vagaikulam, Tirunelveli-627 413. Phone : 04634-250476.
03.4	Package-04	Upgradation and Renovation of Poompuhar Art metal Production Centre at Swamimalai. Poompuhar Art metal Production Centre, Thiruvanzuli Main Road, Swamimalai- 612 302. Phone : 0435- 2454442.

#	Parameters	Details
03.5	Package-05	Upgradation and Renovation of Poompuhar Artplate Production Centre at Thanjavur. Poompuhar Artplate Production Centre, No:2985, Gandhiji road, Near Railway Junction, Thanjavur-613 001. Phone : 04362- 236050.
03.6	Package-06	Upgradation and Renovation of Poompuhar Sandalwood Carving Production Centre at Kallakurichi. Poompuhar Sandalwood Carving Production Centre 54-55 SIDCO Industrial Estate, Kacharapalayam Road, Kallakurichi-606 202. Phone : 04151-222508.
4.	Tender documents available place and the due date for obtaining tender	Tender documents can be downloaded from the following websites www.poompuhar.com and www.tenders.tn.gov.in .
5.	Tender Fee	
5.1	Packages – 01 & 02 - each respectively	Rs.1,000/- (Rupees One thousand only) plus GST towards Tender fee (Non -refundable) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.
5.2	PACKAGES – 03,04 and 05 – each respectively	Rs.1,000/- (Rupees One thousand only) plus GST towards Tender fee (Non -refundable) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.
5.3	Package-06	If the tender documents are downloaded from our website. Rs.1,000/- (Rupees One thousand only) plus GST towards Tender fee (Non -refundable) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.
6.	Earnest Money Deposit (EMD)	
6.1	PACKAGES – 01 and 02 – each respectively	Rs.2,00,000/- (Rupees Two Lakh only) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.
6.2	PACKAGES – 03,04 and 05 – each respectively	Rs.80,000/- (Rupees Eighty Thousand only) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.
6.2	PACKAGE – 06	Rs.40,000/- (Rupees Forty Thousand only) by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Ltd” payable at Chennai only.

#	Parameters	Details
7.	Tender Value	
7.1	PACKAGES – 01 & 02	For each package Rs. 100.00 lakhs (inclusive of GST)
7.2	PACKAGES – 03 & 04	For each package Rs. 40.00 lakhs (inclusive of GST)
7.3	PACKAGE – 05	Rs. 35.00 lakhs (inclusive of GST)
7.4	PACKAGE – 06	Rs. 20.00 lakhs (inclusive of GST)
8.	Pre-Bid meeting date and place	<p>A pre-bid meeting will be held at the following production units on 22.07.2022</p> <p>(1) Nachiyar Koil - 10.00 AM (4) Swamimalai - 01.00 PM (5) Thanjavur - 4.00 PM</p> <p>A pre-bid meeting will be held on 23.07.2022 at</p> <p>(2) Madurai - 10 .00 AM (3) Vagaikulam – 4.00 PM</p> <p>A pre-bid meeting will be held on 24.07.2022 at</p> <p>(6) Kallakurichi – 2.00 PM the address mentioned above Production Units.</p>
9.	Due Date, Time and Place of submission of sealed Tender	Sealed Tenders shall be submitted on or before for Package 1 & 2 are on 12.08.2022 - 3.00 PM and Remaining Packages (3,4,5 & 6) are on 05.08.2022 - 3.00 PM, at the address mentioned in (1) above.
10.	Date, Time and Place of Opening of Technical Bids	Technical Bids will be opened on Package 1 & 2 are on 12.08.2022 - 4.00 PM and Remaining Packages (3,4,5 & 6) are on 05.08.2022 - 4.00 PM, at the address mentioned in (1) above.
11.	Date, Time and Place of the opening of Price Bids	Opening of Price Bid of Technically Qualified Bidders only will be done on the same day.

3. Tender Eligibility Criteria

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

#	Minimum Eligibility Criteria	Supporting documents required
1.	Bidder should be an organisation registered under the Companies Act 1956 or a Partnership Firm or Sole Proprietary Firm in India.	<p><u>In the case of registered Companies:</u> Copy of the Certificate of Incorporation shall be submitted.</p> <p><u>In case of Partnership Firms:</u> Copy of the Partnership Registration Certificate shall be submitted.</p> <p><u>In case of or Sole Proprietary:</u> Copy of the Firm /registration shall be submitted.</p> <p><u>All the Bidders shall submit the following documents:</u> Copy of the Permanent Account Number (PAN) Copy of the GST Registration Certificate</p>
2.	Bidder should have at least 3 years of work experience in the field of constructions / renovation / Interior designing works	Copy of the Work Orders issued by various Organisations shall be submitted.
3.	Bidder should have successfully executed construction projects / orders to various Government / Private Organisations in India during the past 3 years.	<p>a) Copy of the Work Orders and / or</p> <p>b) Copy of work completion certificate or performance certificate issued by Government/ Private Organisations shall be submitted.</p>
3.1	For Package 01 & 02	<p>a) Copy of the Work Orders –A minimum of three successful works with a minimum order value of Rs.100 lakhs issued by Any Governments / PSU's / Private Organisations shall be submitted.</p> <p>b) Copy of work completion certificate or performance certificate issued by Government/ Private Organisations shall be submitted.</p>
3.2	For Packages 3, 4 & 5	<p>a) Copy of the Work Orders –A minimum of three successful works with a minimum order value of Rs.50 lakhs issued by Any Governments / PSU's / Private Organisations shall be submitted.</p> <p>b) Copy of work completion certificate or performance certificate issued by Government/ Private Organisations shall be submitted.</p>

#	Minimum Eligibility Criteria	Supporting documents required
3.3	Package 6	<p>a) Copy of the Work Orders –A minimum of three successful works with a minimum order value of Rs.25 lakhs issued by Any Governments / PSU's / Private Organisations shall be submitted.</p> <p>b) Copy of work completion certificate or performance certificate issued by Government/ Private Organisations shall be submitted.</p>
4.	Bidder should have an Annual Turnover of Rs.100 lakhs or more in the last three Audited Financial years. (Year 2020-21, 2019-20 & 2018-19).	Bidder should have profit all financial years and Bidder should submit Auditor's Certificate along with Profit and Loss Accounts for the last three audited Financial Years.
5.	Bidder should have Office in the State of Tamil Nadu	Copy of the Office address proof like Landline telephone bill, rent receipt, etc., in the name of the Bidder shall be submitted.
6.	Bidder should not have been blacklisted	Self-declaration letter to be provided by the authorised person of the Organisation.

4. Instructions to the Bidders

4.1 Language of the Bids

The Bids prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. If the supporting documents and printed literature furnished by the Bidder in any other language, shall be submitted with an accurate English translation duly notarised, in which case, for all-purpose of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

4.2 Bid Currency

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

4.3 Letter of Authorisation

An Authorisation letter or Power of Attorney from the Board of Directors or Managing Director shall be submitted in case of a Registered Company. An authorisation letter signed by all the Partners authorising one of the Partners/Officials shall be submitted in case of Partnership Firm. An authorisation letter signed by the Proprietor authorising self/one of Officials shall be submitted in case of Proprietary-ship Firm. Such Authorisation letter should clearly mention the Authorised person to sign and submit Bids, to take decisions and to execute the work on behalf of the Organisation. The Bids received without the Authorisation letter or Power of Attorney will be summarily rejected.

4.4 Clarifications and Amendments

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

4.5 Contacting the Tender Inviting Authority

Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Committees or Tender Accepting Authority after opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Inviting Authority or Tender Committees or Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

4.6 Cost of Bidding

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

4.7 Tender Document Fee

- 1) The printed copy of the Tender documents may be purchased from the office of TNHDC on payment of fees as mentioned in the Tender Schedule. The Tender document is not transferable to any other Bidder.
- 2) The Tender fee may be paid by way of Demand Draft drawn in favour of "Tamil Nadu Handicrafts Development Corporation Ltd.", payable at Chennai only.
- 3) Alternatively, the Tender document can be downloaded from the designated websites mentioned in the Tender Schedule and the tender fee shall be paid as given in para 2 above and to be enclosed in the tender documents under technical bid.

4.8 Earnest Money Deposit (EMD)

- 1) An EMD amount as specified in the Tender Schedule should be paid along with the Technical Bid by way of Demand Draft from any Nationalised Bank or Scheduled Bank in India drawn in favour of "Tamil Nadu Handicrafts Development Corporation Ltd." payable at Chennai/payment through on-line.
- 2) The EMD amount of the unsuccessful Bidders will be refunded after finalisation of the Tender and award of the contract. The EMD amount held by TNHDC till it is refunded to unsuccessful Bidders will not earn any interest thereof.
- 3) The EMD amount of successful Bidders will be converted as part of the Security Deposit (SD) for the successful execution of the work.
- 4) The EMD amount will be forfeited by TNHDC, if the Bidder withdraws the bid during the period of its validity specified in the Tender or if the successful Bidder fails to sign the contract or the successful Bidder fails to remit Security Deposit within the timeframe specified in the Tender.

4.9 Tender Envelopes

- 1) Bidders should examine all Instructions, Terms & Conditions and Technical specifications as given in the Tender document. Failure to furnish information in the Bid or submission of Bids not substantially responsive/viable in all respects will be at Bidders' risk and may result in rejection of the bid. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.
- 2) The Bids should be submitted in two envelopes namely (1) Technical Bid and (2) Price Bid. The Technical Bid and Price Bid shall be submitted in two separate covers as explained below. The Bids shall be addressed to "The Managing Director, Tamil Nadu Handicrafts Development Corporation Limited, 759, Anna Salai, Chennai – 600 002".

4.10 Technical Bid (Envelope-1)

4.10.1 Bid Preparation

The Technical Bid (Envelope-1) Form as given in the Tender document shall be filled, signed and stamped in all pages. TNHDC will not be responsible for the errors committed in the Bids by the Bidders. The Technical Bid should not strictly contain any price indications as otherwise the Bids will be summarily rejected.

4.10.2 Details to be furnished

- 1) The EMD amount as specified in the Tender should be submitted. Tenders received without EMD amount will be rejected.
- 2) A covering letter in the Bidder's Letter Head (in the format given in Annexure-1) should be submitted.
- 3) An Authorisation letter or Power of Attorney as specified in the Tender document should be submitted. The Tenders received without Authorisation letter or Power of Attorney will not be considered for further processing.
- 4) The blank Tender document in full along with Corrigenda shall be printed, signed by the Authorised Signatory of Tender, sealed in all pages and submitted in the Technical Bid as a token of acceptance of the Tender Conditions.
- 5) The Technical Bid (Envelope-1) should be duly filled in the format given in the Tender document, signed by the Authorised Signatory and stamped in all the pages and should be submitted.
- 6) All the supporting documents to establish proof of Bidder's eligibility to participate in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted. The supporting documents shall establish Bidder's eligibility otherwise the Bid will be rejected.
- 7) The Auditor's Certificate, Annual Report, Profit & Loss Account should be signed by the Authorised Signatory and stamped in all pages and should be submitted.
- 8) Any other documents as specified in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted. No document shall be allowed to be supplemented / exchanged after the opening of the Tender.
- 9) The Tenderer shall submit full details of his ownership and control or if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 10) If the Tenderer is a joint venture / consortium / group / partnership of two or more persons, all such persons shall be jointly and severally liable to Tamil Nadu Handicrafts Development Corporation Limited for the fulfilment of the terms of the contract. Such a person shall designate one of them to act as the leader with the authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the TNHDC.
- 11) The Tenderer shall submit only one tender either by himself or as a partner in a joint venture or as a member of consortium. If a Tenderer or if any of the partners in joint ventures or any one of the members of the consortium participates in more than one tender, the tender is liable to be rejected.

- 12) Site Visit.- (1) The upgradation and renovation of Poompohar production centre's project involves site-related issues, a site visit shall be organised early in the Request for Proposal with prospective Tenderer own cost and expenses (2) All qualified applicants or prospective Tenderer, as the case may be, shall be invited to undertake the site visit. (3) Non-discriminatory access to the site facilities based on prior requests by the qualified applicants or prospective Tenderer may also be allowed by the Tender Inviting Authority to the extent practicable and considered necessary.
- 13) In case the Tenderer has any doubt about the meaning of anything contained in the tender document and site related concerns, he/she shall seek clarification from the Tender Inviting Authority of Tamil Nadu Handicrafts Development Corporation Limited during Pre-bid meeting, sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all Tenderer without disclosing the identity of the Tenderer seeking clarification. All communications between the bidders and The Managing Director, Tamil Nadu Handicrafts Development Corporation Limited shall be carried out in writing.
- 14) Any and all the exemption which the tenders may have, in any of the clauses in the specification and general conditions of service should be clearly outlined in the schedule of deviation, SCHEDULE – A (Part B– To be enclosed in Envelope I). Failing which the offer will be deemed to conform fully to the specifications and general terms and conditions.
- 15) It may be noted that the tenders not containing full particulars called for incomplete shape are liable to be rejected. Tenders not properly authenticated by the Tenderer will be rejected. Tender documents should be duly signed by the Tenderer in all pages.
- 16) Except for any such written clarification by The Managing Director, Tamil Nadu Handicrafts Development Corporation Limited, before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of The Managing Director, Tamil Nadu Handicrafts Development Corporation Limited, no written or oral communication, presentation or explanation by any other employee of Tamil Nadu Handicrafts Development Corporation Limited, shall be taken to bind or fetter the Tamil Nadu Handicrafts Development Corporation Limited, under the contract.
- 17) Tenders and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretations.
- 18) All the columns shall be clearly filled in ink legibly or typed. The Tenderer should quote the number, rates and amount tendered by him/them in figures. The Tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.

- 19) Each package treated as a separate proposal and the prospective Tenderer are allowed to submit the one or all packages separately. The following envelopes are expected from the prospective Tenderer in a professional manner Envelope-I (for Technical Details) and Envelope-II (for Price Bid) shall be in separate sealed envelopes, each marked as (Envelope-I) and (Envelope-II). The two covers shall be put into another sealed envelope and all three covers super scribing there on "Tender Reference No. TNHDC/490/P1/21-22 Execution of works relating to "Up gradation and Renovation of Poompuhar Production Centres, Package -00".addressed to
- The Managing Director,
Tamil Nadu Handicrafts Development Corporation Limited,
Corporate Office
No.759, Anna Salai, Chennai-2.

4.10.3 Signing the Bid

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

4.10.4 Sealing the Bid

- 21) The Technical Bid shall be placed in a separate cover (Envelope-1) and sealed. The Technical Bid cover shall be super scribed as "Upgradation and Renovation of Poompuhar Production Centre- Package-00".
- Tender No: TNHDC/490/P1/21-22, due on or before for Package 1 & 2 are on 12.08.2022 - 3.00 PM and Remaining Packages (3,4,5 & 6) are on 05.08.2022 - 3.00 PM, at the address mentioned in (1) above. The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

4.11 Price Bid (Envelope-2)

4.11.1 Details to be furnished

- 1) The Price Bid (Envelope-2) Form as given in the Tender document shall be filled, signed and stamped in all pages. All the Price items as asked in the Tender should be filled in the Price Bid. The Tender is liable for rejection if Price Bid contains partial offers or conditional offers.
- 2) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station and outstation expenses, etc. and any other cost involved to fulfil the scope of work as specified in the Tender.
- 3) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of the cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties/taxes payable to the Governments in India within the stipulated delivery period.

4.11.2 Signing the Bids

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

4.11.3 Sealing the Bid

The Price Bid shall be placed in a separate cover (Envelope-2) and sealed. The Price Bid cover shall be super scribed as "Upgradation and Renovation of Poompuhar Production Centre-Package-00".

Tender No: TNHDC/490/P1/21-22, due on or before for Package 1 & 2 are on 12.08.2022 - 3.00 PM and Remaining Packages (3,4,5 & 6) are on 05.08.2022 - 3.00 PM, at the address mentioned in (1) above.

The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

4.12 Outer Cover

- 1) The Technical Bid cover (Envelope-1) and Price Bid cover (Envelope-2) shall then be put in a single outer cover and sealed. The outer cover shall be super scribed as "Up gradation and Renovation of Poompuhar Production Centre-Package-00".
- 2) Tender No: TNHDC/490/P1/21-22, due on or before for Package 1 & 2 are on 12.08.2022 - 3.00 PM and Remaining Packages (3,4,5 & 6) are on 05.08.2022 - 3.00 PM, at the address mentioned in (1) above. The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

4.13 Mode of Submission of Tender

- 1) The Bid should be dropped in the Tender Box kept at Tamil Nadu Handicrafts Development Corporation Limited, Corporate Office, No.759, Anna Salai, Chennai-2 address mentioned in Tender Schedule on or before the due date and time as specified in the Tender Schedule. The TNHDC will not receive the Bids personally.
- 2) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids shall reach the Tamil Nadu Handicrafts Development Corporation Limited, Chennai on or before the due date and time as specified in the Tender Schedule. The Tamil Nadu Handicrafts Development Corporation Limited, Chennai would drop the postal Bids in the Tender box if the Bids received Tamil Nadu Handicrafts Development Corporation Limited, Chennai before the due date and time as specified in the Tender Schedule. TNHDC will not be liable or responsible for any damage, postal delay or any other delay whatsoever.
- 3) The Bids received after Due Date and Time as specified in the Tender Schedule or Unsealed or transmitted through Facsimiles or electronically will be summarily rejected.

4.14 Modification and withdrawal of Bids

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

4.15 Tender Opening and Initial Scrutiny

4.15.1 Technical Bid (Envelope-1) Opening

The Tender outer cover and Technical Bid cover (Envelope-1) will be opened at the place, date and time as specified in the Tender Schedule. The Tender will be opened in the presence of the Bidders who are willing to be present. The Authorised Signatory of the Tender or their representative shall attend the Tender opening.

4.15.2 Tender Validity

The price quoted by the Bidder shall be kept valid for a period of 90 days from the date of the Tender opening of Technical Bid (Envelope-1). If any of the Bids has lesser price validity, the Bid will be rejected as non-responsive. Successful Bidders should extend the price validity until the completion of the contract. In exceptional circumstances, TNHDC may solicit the Bidders to extend the price validity and Bid security validity for further period and Bidders should agree for this.

4.15.3 Initial Scrutiny during Tender opening

After the opening of the Tender outer cover and Technical Bid (Envelope-1), initial scrutiny will be held for the following aspects.

- i) Whether Technical Bid (Envelope-1) and Price Bid (Envelope-2) are submitted in two separate sealed covers.
- ii) Whether the required EMD amount is submitted in the Technical Bid (Envelope-1).

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

4.15.4 Clarifications by TNHDC

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

4.16 Technical Bid Evaluation

4.16.1 Suppression of facts

- 1) During the Technical Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of TNHDC, TNHDC shall have the right to reject the Bid. If the Bidder has already been selected, then TNHDC would terminate/void the contract as the case may be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be shall be forfeited.
- 2) Bidders should note that any facts and figures like quantity, numbers, currency value, etc., in the supporting documents submitted by the Bidders for proving their eligibility criteria are found suppressed or erased, TNHDC shall have the right to seek the correct facts and figures, or reject such Bids. It is the Bidders responsibility to submit the full copies of the supporting documents to prove its eligibility otherwise TNHDC at its discretion may not consider such supporting documents.

4.16.2 Bid compliance with Eligibility Criteria

A Technical Committee will be involved in the evaluation of Technical Bid with respect to Eligibility criteria requirements as specified in the Tender. The Technical Evaluation will be conducted based on the supporting documents submitted by the Bidders. The Bids which establishes the Tender Eligibility Criteria in full will be considered for further processing. The Bids will be held non-responsive and rejected if the Bids do not establish the eligibility of the Bidders and will become unsuccessful in the Tender.

4.16.3 Selection of Technically Qualified Bidder

Those Bidders who fulfil the Eligibility Criteria will be the Technically Qualified Bidders in the Tender. Bidders will be assessed only to improve the quality levels in the proposed work under this Tender. The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated.

4.17 Price Bid Evaluation

4.17.1 Price Bid opening

The Price Bid cover (Envelope-2) will be opened at the place, date and time as specified in the Tender Schedule. The Technically Qualified Bidders alone will be invited for Price Bid opening. The Authorised Signatory of the Tender or their representative shall attend the Price Bid opening.

4.17.2 Determination of Lowest Evaluated Price

- 1) The arithmetical errors in the Price Bid if any will be corrected and the price quoted by the Bidders will be evaluated. The price evaluation will include Taxes as part of the price.
- 2) The lowest evaluated price will be called as L1 price. The L1 price offered Bidder will be called as "L1 Bidder" of the Tender. The TNHDC may negotiate with the L1 Bidder for further reduction of price and improvement in the scope of work.
- 3) In the event that more than one Technically Qualified Bidder quoted the L1 price, both L1 Bidders will be asked to provide their best and final price offer in a sealed cover. The L1 Bidder offering the best advantageous price to TNHDC will be given a priority and major share of work.

4.18 Rejection of Tender of banned Tenderer

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

4.19 Acceptance of the Bid

The final acceptance of the Bids is entirely vested with the Tender Accepting Authority who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender Accepting Authority may also cancel the Tender for reasons such as changes in the scope of work, new technologies, court orders, accidents or Force Majeure conditions. After acceptance of the Tender by Tender Accepting Authority, if the any of the Bidder withdraws its Bid whatsoever the reason, then the withdrawn Bid will be rejected and the EMD amount submitted by the Bidder will be forfeited.

4.20 Notification of Award

Prior to the expiry of the Tender validity period, TNHDC will notify that the selected bidder in writing that its Bid have been accepted for award of Contract subject to receipt of Security Deposit.

4.21 Refund of EMD amount

The EMD amount of the unsuccessful Bidders will be refunded after awarding of the contract within a reasonable period. The EMD amount paid by the Successful Bidder will be converted as part of the Security Deposit payable by the Successful Bidder. If the successful Bidder submits Security Deposit in full, their EMD will be refunded.

- a) Each bidder must pay an Earnest Money Deposit by way of demand draft in favour of “Tamil Nadu Handicrafts Development Corporation Limited”, payable at Chennai.
- b) Tenders not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected.
- c) The Earnest Money Deposit of unsuccessful tenderers will be returned after the finalization of tender within a reasonable time consistent with the rules and regulations.
- d) The Earnest Money Deposit furnished for any other tenders by the bidders and if any already available with the Tender Inviting Authority cannot be considered as an EMD for this tender.
- e) The EMD amount held by the Tender Inviting Authority until it is returned to the unsuccessful bidder will not earn any interest thereof.
- f) The EMD amount of successful bidders will be retained as a part of the Security Deposit (SD) for successful execution of the project.
- g) The EMD amount shall be forfeited if: The bidder withdraws the bid during the period of bid validity specified in the tender (or) in the case of the successful bidder if the bidder fails to sign the contract or to remit Security Deposit or adhere to the time schedule.

4.22 Remittance of Security Deposit (SD)

- 1) The Successful Bidder shall be required to remit a Security Deposit equivalent to 5% (Five percentage) on the total value of the order, inclusive of EMD amount by way of demand draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Limited” payable at Chennai.
- 2) The Security Deposit furnished by the Successful Bidder in respect of the tender will be returned to them after the successful fulfilment of Contract. The Security Deposit held by TNHDC until it is refunded to the Successful Bidder will not earn any interest thereof.
- 3) The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Tender validity as specified in the Tender document.
- 4) The Security Deposit (SD) – 5% on the work order value; In addition to that, 5% of each billed amount will be deducted from every stage payment until the virtual completion of the project along with all certified measurement books, bills, etc. and it will be released once the project is completed and the basic security deposit of 5% will be released after defect liability period.

4.23 Award of Contract

The Successful Bidder shall execute a Contract in the Contract Form (in the format as given in Annexure-3) in Rs.20/- non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder, within one week from the date of remittance of Security Deposit. The L1 Bidder will be given preference with major share of the work. The Security Deposit will be forfeited if the Successful Bidder fails to sign the contract.

4.24 Bidder Design Obligations

1. The Bidder should visit the site along with tender documents for correlating the existing scenario before the pre-bid meeting.
2. The Bidder has to strictly adhere to the drawings and designs furnished by the Architect / Consultant for the production unit retrofit/renovation work.
3. The specification provided for the design/drawing shall also strictly adhere; wherever the shop drawings required, it should be provided by the contractor, and get approved from the architect/consultant before the execution of work at site.
4. In case of any changes or modifications at the site with respect to any of the following,
 - a) Due to Site Conditions
 - b) TNHDC's modifications during execution
 - c) Design Modifications

The Bidder shall get the written consent from both the TNHDC and the Architect/Consultant before the execution of same at the site.

5. The Bidder shall execute any Lump sum works as mentioned in the Bill of quantities with the written consent by the TNHDC and the Architect/Consultant. The rates for the same shall be adopted as
 - a) PWD Schedule of Rates or
 - b) Cost of material + 15% for overheads profit.
6. As the upgradation and renovation of the production centres are industrial structures with existing manufacture equipment's and components. To consider the onsite factors and scenarios, the successful Bidder shall execute any unforeseen works that arise at the site with the written consent by the TNHDC and the Architect / Consultant. The rates for the same shall be
 - c) Tendered Rate or
 - d) PWD Schedule of Rates or
 - e) Cost + 15% for overheads and profit.
7. The Bidder shall obtain stage-wise Certification for payment from the production manager and the Architect / Consultant before the submission of the bills to TNHDC.
8. The Bidder at no point of time will deviate from the standard design finishes adopted by the Architect / Consultant and TNHDC. The design finishes include the following and are not limited within
 - a) The structural modifications.
 - b) Existing services and alignments.
 - c) Existing joineries and furniture
 - d) Exterior and interior finishes
 - e) Safety aspects, etc

5. Scope of Work

5.1 Introduction

The nature of the work is to do civil, structural retrofitting and electro-mechanical works relating to "Upgradation and Renovation of Poompohar Production Centres".

The TNHDC aims to encourage and hone the talent of artisans by training them, helping them improve their product quality and providing them social security by marketing their products. The TNHDC builds capacities of the artisans and helping them to cater to the changing demands of consumers. It also helps nurture traditional culture, make these ancient arts and crafts flourish.

By this Upgradation and Renovation of Poompuhar Production Centres, these add up the overall value and supports like backbone of our business. The new innovative products crafted from our production centres improves our day to day sales, and the volume of the entire showrooms will also increase by attracting more new business sectors.

5.2 Review and Monitoring

The Tenderer shall be accountable to the TNHDC for the successful completion of the work for which TNHDC will hold a periodical review meeting. The TENDERER should attend the meeting without fail and report the progress to TNHDC. The decisions made during the review shall be strictly adhered to by the TENDERER for timely completion of the job.

5.3 Other Clauses

Please refer to the important clauses like Delivery Schedule, Payments, and Taxes, Service Level Agreement (SLA), Penalties, Exit Clause, etc., in the Contract.

Annexure-1 Bidder's covering letter

(Letter should be submitted in Bidders' Letter Head)

Letter ref.: _____ dated _____

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

Dear Sir,

Sub: Undertaking for "Upgradation and Renovation of Poompuhar Production Centre-package00" – Reg.

Ref: Tender Reference TNHDC/490/P1/21-22

1. We have examined the "Upgradation and Renovation of Poompuhar Production Centre – package 00" as specified in the Tender. We undertake to meet the requirements and provide the services as set out in the Tender document.
2. We attach our Technical Bid (Envelope-1) and Price Bid (Envelope-2) in separate sealed covers and placed inside an outer cover as required by the Tender conditions both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of this Tender and confirm that these are acceptable to us. We further declare that additional conditions and deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date of bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and TNHDC.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to TNHDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TNHDC as to any material fact.
7. We agree that TNHDC is not bound to accept the lowest or any Bid that may receive. We are also aware that you reserve the right in the absolute sense to reject all or any of the products/services specified in the bid response without assigning any reason whatsoever.
8. I hereby confirm that I am entitled to act on behalf of our organisation and empowered to sign the Bid document as well as such other documents. The Power of Attorney/ Letter of Authorisation required in this connection is enclosed in the Technical Bid.

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Bidder:

Stamp of bidder:

Annexure-2 Contract Terms

(To be executed on an Rs. 20/- Stamp paper by the Successful Bidder)

This Contract entered into this _____ day of _____ at Chennai between;

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

and

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

Whereas TNHDC invited a Tender "Upgradation and Renovation of Poompuhar Production Centre-Package00" and the TENDERER herein has been selected in the Tender for the execution of the work as detailed in the Tender Documents.

Whereas TNHDC and the TENDERER, in pursuance thereof have arrived at the following terms and conditions.

A1. Definitions

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

1. "Day" means a calendar day
2. "Month" means an English calendar month
3. "Applicable Law" means the Laws and any other instruments having the force of Law in Tamil Nadu as they may be issued and in force from time to time
4. "Services" means the work to be performed by the TENDERER as per the Scope of Work described in the Tender
5. "Contract" means this contract entered between TNHDC and TENDERER
6. "Whole Documents" means the documents listed under Whole Documents with all its appendices and annexure and any amendments thereto made in accordance with the provisions of Request for Proposal (RFP) document as the situation may deem necessary.
7. "Force Majeure" means an event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
8. "Material Breach" means not submitting any deliverables, as mentioned in the Scope of Work and not rectifying the default within the days of being notified of the default.
9. Other terms used in the Contract but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000 and the Companies Act, 1956, as the case may be, as amended from time to time.

A2. Interpretations

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the TNHDC and the TENDERER and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised signatory of each party thereto.
- d) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized signatory of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- e) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

A3. Whole Documents

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

- a) Tender Document in full issued by TNHDC
- b) Corrigenda, Clarifications, and Amendments issued by TNHDC for the Tender document
- c) Bid received from the TENDERER
- d) A detailed proposal and final offer of the TENDERER
- e) Notification of Award issued by TNHDC
- f) Purchase Order issued by TNHDC
- g) Correspondence made by both parties from time to time during the period of the contract.

A4. Contract Period

This Contract shall remain in force for a period 9 days (Content delivery period plus additional content creation) from the date of signing of this Contract.

A5. No Partnerships

This Contract shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Contract to act on behalf of to bind the other Party.

A6. No assignment

The Contract or any part share of interest in it shall not be transferred or assigned by the TENDERER directly or indirectly to any person without the prior consent in writing of the TNHDC, which consent the TNHDC shall be entitled to decline without assigning any reason.

A7. Scope of Work

The nature of the work is to do "Upgradation and Renovation of Poompohar Production Centre- Package 00"

The TNHDC aims to encourage and hone the talent of artisans by training them, helping them improve their product quality and providing them social security by marketing their products. The TNHDC builds capacities of the artisans and helping them to cater to the changing demands of consumers. It also helps nurture traditional culture, make these ancient arts and crafts flourish.

By this Upgradation and Renovation of "Poompuhar Production Centre-Package 00", it can improve our day to day sales by displaying more products for sales, and the volume of the entire showrooms will also increase by attracting more new customers.

A8. Contract Price

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

A9. Issue of Work Order

After payment of the Security Deposit and execution of the Contract, formal Work Order will be issued to the Successful Bidder by TNHDC. The payment will be based on the fulfilment of Work Orders issued from time to time.

A10. Project Period

The work shall be completed within 120 days or 04 months from the date of handing over of site.

Sl.No	Name of the Package	No of days
01	Packages 01 & 02	120 Days
02	Remaining Packages (3,4,5 & 6)	90 Days

A11. Payment Terms

- 1) No advance amount will be paid. The stage payment will be released based on the onsite progress and the running bills along with proper Measurement books and required product test certificates, relevant shop drawings to be certified by the Architect/Consultant and concerned production Manager of TNHDC Ltd.,

Sl.No	Stages of work / Milestones	Payment mode
1.	Preparation of the site and marking	5%
2	Demolition & clearing debris, Completion of foundation work, roofing retrofit work	10%
3.	Completion of civil & structural retrofit work and filled flooring with PCC	20%
4.	Retrofit the existing joineries and fixing new joineries, roofing & its components.	15%
5.	Finishing of the external works - Plastering, Tile works, Electrical & Plumbing, painting work, etc.	20%
6.	Completion of internal finish, any carpentry works, false ceiling, signage works, Lighting fixture & final coat of Painting	20%
7.	Cleaning and handling of the site with all respective as built drawings, Checked measurement books, product details & its test certificates, etc...	5%

- 2) Balance 5% payment will be retained as a performance guarantee till expiry of the contract defect liability period.

A12. Taxes

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

A13. Termination of Contract

A13.1 Termination for default

- 1) TNHDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the TENDERER, terminate the contract in whole or part;
 - (i) If the TENDERER fails to deliver any or all of the goods/services within the period

specified in the Contract or fails to supply the items/services as per the Delivery Schedule or within any extension thereof granted by TNHDC; or

- (ii) If the TENDERER fails to perform any of the obligations under the contract; or
 - (iii) If the TENDERER, in the considered judgment of TNHDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- 2) In the event TNHDC terminates the Contract in whole or in part, TNHDC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those delivered and the TENDERER shall be liable to TNHDC for any additional costs for such similar goods/services. However, the TENDERER shall continue the performance of the contract to the extent not terminated.

A13.2 Termination for Insolvency

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

A13.3 Effects of Termination

- 1) In the event of termination of this Contract by the TNHDC, the compensation payable to the TENDERER will be decided in accordance with the Terms of Payment for the milestones completed by the TENDERER and duly accepted by TNHDC.
- 2) Upon issuance of notice for termination of this Contract by TNHDC, the Parties shall mutually agree upon a transition plan and comply with such a plan. The TENDERER agrees to extend full cooperation and support during the transition process.
- 3) In the event of termination, before the expiry of the contract or otherwise, TENDERER agrees to return all the data, documents, reports and other assets provided by TNHDC for the purpose of fulfilling the finalized Scope of Work.

A14. Fraudulent Practice

The TENDERER represents and undertakes that the TENDERER has not given or promised to give directly or indirectly to any person in TNHDC, the bribes or the TENDERER involved in fraudulent practices in obtaining the Contract. Any breach of this undertaking by TENDERER or anyone employed by them entitles TNHDC to terminate the Contract either wholly or in part and recover from TENDERER any loss arising from such termination without any entitlement or compensation to TENDERER. The TNHDC will blacklist the TENDERER from bidding any Tender of TNHDC for a minimum period of one year. A decision of TNHDC to the effect of a breach of the undertaking shall be final and binding on TENDERER.

A15. Co-operation

The TNHDC will provide all the necessary information, data, and reports needed by the TENDERER in time and manner for fulfilling the contractual obligations. The TNHDC will grant necessary consents, approvals, authorizations, and communication with external agencies from time to time as needed by the TENDERER. The TNHDC will provide replies within reasonable timeframe, on all requests and queries submitted by TENDERER to carry out the obligations.

A16. Liquidated Damages (LD)

In the event of non-fulfilment of Tender conditions/agreement terms by the VENDOR, a Liquidated Damage at the rate of 1% (One percentage) per week on the amount of security deposit payable to THDC will be levied subject to a maximum of 5% (Five percentage).

A17. Indemnity

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

A18. Severability

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

A19. Limitation of Liability

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

A20. Refund of SD

The Security Deposit will be refunded to the TENDERER upon successful completion of the Contract. Such completion would be determined when the Contractual obligations are fulfilled as per the Contract terms and fulfilment of Work Orders issued by TNHDC from time to time.

A21. Intellectual Property Rights (IPR)

- 1) The ownership and IPR of the deliverables made under this Contract would always rest with the TNHDC. The ownership and IPR of the Proprietary tools and/or other tools used by the TENDERER or third party or parties for the purpose of design, development and making the deliverables would always rest with the respective parties.
- 2) In relation to any inventions, discoveries or other Intellectual Property Rights, the TENDERER shall make full and complete disclosure to the TNHDC including any or all information in the TENDERER's possession relating to their IPR/patentability if any.
- 3) Notwithstanding anything contrary contained herein, the TENDERER shall defend, indemnify and hold harmless the Tamil Nadu Handicrafts Development Corporation or its employees or its affiliates against any suit or claim brought by a third party that a possession or use of software, programs, hardware, materials or documents infringes such third parties Intellectual Property Rights or its misuse of its confidential information by the TENDERER.

A22. Notices

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

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

A23. Force Majeure

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

- 1) Any act of God/nature; such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- 2) Meteorites or objects falling from aircraft or other aerial devices, traveling at high speeds
- 3) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- 4) Epidemic or plague
- 5) Act of war (whether declared or undeclared), the threat of war, invasion, armed conflict or act of a foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

A24. Arbitration

- 1) Any dispute or difference whatsoever arising between the parties to the Contract, out of or relating to the construction, meaning, scope, operation or effect of the Contract or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the Chairman and Managing Director of TNHDC. The Arbitration shall be held in Chennai, Tamil Nadu and the language shall be English only.
- 2) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 3) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- 4) The Arbitral Tribunal shall give the reasoned award and the same shall be final, conclusive and binding on the parties.
- 5) The venue of the arbitration shall be the Chennai and language English.
- 6) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 7) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- 8) Jurisdiction: Subject to the above, the Courts in Chennai, Tamil Nadu alone shall have jurisdiction in this matter.

A25. Exit Clause

- 1) At the time of the expiry of the contract period, as per the contract between the parties, the TENDERER should ensure a complete knowledge transfer by their deployed professional to the TNHDC staff within a period of 2 weeks.
- 2) The TENDERER at the time of exit shall submit all information relating to the services rendered including but not limited to documents, records, configuration, bugs/errors and its resolutions relating to the services reasonably necessary to TNHDC or any other agency identified by TNHDC to carry out due diligence in order to transition the provision of services or any other agency identified. All properties provided by the TNHDC shall be returned. Any authorisations or letters issued by TNHDC for using the name of TNHDC on the field shall be null and void.
- 3) The updated contents or programs created under the contract shall be the property of TNHDC and should be handover by the TENDERER to TNHDC before the exit of the contract. The TENDERER shall not retain any copy of programs or contents in any form and a declaration to this respect shall be given by the TENDERER to TNHDC.

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

For and on behalf of
TENDERER

For and on behalf of TNHDC

Witness:

Witness:

Witness:

Witness:



Request for Proposal (RFP)

Upgradation and Renovation of Poompuhar Production Centres

Tender Ref.: TNHDC/490/P1/21-22

Volume-2 Technical Bid (Envelope-1)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Technical Bid (Envelope-1)

T1. Earnest Money Deposit details

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

T2. Bidder's Bank Account Details

#	Descriptions	Please fill up the details
1.	Bank Name	
2.	Branch Name and address	
3.	Account No.	
4.	IFSC code	
5.	MICR code	

T3. Furnish details for meeting the Eligibility Criteria

T3.1 Bidder's Legal Status

#	Description	Please fill up the details
1.	Name of the Bidder	
2.	Legal Status (Company/ Partnership/ Proprietary-ship)	
3.	Certificate of Registration or Firm Registration no. and date	
4.	Registered office address in the State of Tamil Nadu and neighbouring State, contact person, Personal Telephone No., and Email	
5.	Authorised Signatory of Tender	
	Name	
	Designation	
	Office Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Letter of Authorisation or Power of Attorney to sign and submit the Tender	
6.	Permanent Account Number (PAN) details and enclose copy	
7.	Please furnish GST registration no. and date and enclose a copy	

T3.2 Bidder's Overall Experience

#	Description	Please fill up the details
1.	No. of years' experience in the field of construction/ renovation works.	From Year: _____ To Year: _____ No. of Years: _____
2.	Please furnish details of work orders executed	
3.	Customer name	
4.	Project name	
5.	Work Order or Agreement reference	
6.	Project status	
7.	Work completion certificates	
8.	Enclose a copy of the Work Order or Agreement	

T3.3 Bidder's relevant experience

#	Description	Work Order-1	Work Order-2	Work Order-3
1.	Customer name			
2.	Project name			
3.	Project description			
4.	Geographical spread			
5.	Value of the order			
6.	Work Order reference			
7.	Current status of the project			
8.	Enclose copies of the Work Order			
9.	Enclose a copy of completion certificate or performance certificate issued by the customer			

T3.4 Bidder's Annual Turnover

#	Description	Please fill up the details
1.	Year 2020-2021	
2.	Year 2019-2020	
3.	Year 2018-2019	
4.	Average Annual Turnover for the last 3 Audited Financial Years	
5.	Please enclose Auditor's Certificate, Annual Report, and Profit & Loss statement for the above Audited Financial years	

T3.5 Bidder's local Office details

#	Description	Please fill up the details
1.	Bidder's local office address in the State of Tamil Nadu and neighbouring State	
2.	Name of the local representative and contact details	
3.	Copy of the office landline phone bill/ rent agreement/ rent receipt	

T4. Work Plan Schedule

The format of a work plan schedule is given below for reference. The work plan schedule shall be prepared covering the tasks of all phases.

Sl.No	Task	Skillset	Man-month	Timeline in Months (M)			
				M-1	M-2	M-3	M-4
1	Preparation of the site and marking						
2	Demolition & clearing debris, Completion of foundation work, roofing retrofit work						
3	Completion of civil & structural retrofit work and filled flooring with pcc						
4	Retrofit the existing joineries and fixing new joineries, roofing & its components.						
5	Finishing of the external works - Plastering, Tile works, Electrical & Plumbing, painting work, etc.						
6	Completion of internal finish, any carpentry works, false ceiling, signage works, Lighting fixture & final coat of Painting						
7	Cleaning and handling of the site with all respective as built drawings, Checked measurement books, product details & its test certificates, etc...						

Note: Based on site condition and scope of work, the micro schedule for each work to be expecting from the contractor.

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Bidder:

Stamp of bidder:



Request for Proposal (RFP)

Upgradation and Renovation of Poompuhar Production Centres

Tender Ref.: TNHDC/490/P1/21-22

Volume-3 Price Bid (Envelope-2)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Price Bid (Envelope-2)