



**TICEL BIO PARK LTD TARAMANI,
CHENNAI**

**E-Tender for Selection of Project Management
Consultancy for Structural Rehabilitation, Strengthening
and associated Repair Works at Basement in TICEL BIO
PARK Phase-II, Taramani, Chennai-600113**

VOLUME – I

REQUEST FOR PROPOSAL

e-Tender No: TICEL/P2/PMC/2026-27/08

Date of Issue:

04.08.2026

Date for submission

**On or before 19.08.2026 @
03.00 PM**

AUGUST 2026

Disclaimer

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

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

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

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SECTION 1
LETTER OF INVITATION

Sir,

Dt:

Sub: Appointment of Project Management Consultant for Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai.

TICEL Bio Park Limited intends to undertake structural rehabilitation and strengthening of the basement structural members, including columns, beams, slabs, and other associated repair work at TICEL Bio Park Phase-II, Chennai.

For this purpose, TICEL Bio Park Limited invites proposals from reputed and experienced consultants having the requisite expertise in structural assessment, rehabilitation, retrofitting, Technical Guidance, and project management consultancy services. The selected consultant shall provide comprehensive consultancy services including structural investigation, preparation of Detailed Project Report (DPR), strengthening and rehabilitation design, preparation of tender documents, and project management consultancy services for the successful execution of the proposed works, in accordance with the terms and conditions set forth in this Request for Proposal (RFP) document.

The RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Data Sheet

Section 3 - Instruction to Consultant

Section 4 – Background to the RFP

Section 5 - Eligibility Criteria and Evaluation Methodology

Section 6 - Terms of Reference

Section 7 - Technical and Financial Proposal Submission Forms and Standard Forms

We hereby request you to submit the bids duly completed as per this RFP **on or before 3.00 PM on 19.08.2026.**

Thanking you,

Yours faithfully,

THE MANAGING DIRECTOR

M/s.TICEL Bio Park Ltd

No.5, CSIR Road, Taramani, Chennai

Telephone No.: +91 44 22542060

E-Mail: md@ticelbiopark.com

SECTION-2**DATA SHEET**

1. Name of the Assignment: Request for Proposal for Project Management Consultant for Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai, Tamil Nadu (the "Assignment")
2. The name, address, and telephone number of TICEL BIO PARK LTD's office is: TICEL BIO PARK LTD, No.5, CSIR Road, Taramani, Chennai- 600113; Email-md@ticelbiopark.com
Ph: 044-22542060; Mob No. 9445956405
3. Prospective Bidders are requested to send their pre-bid queries to the e-mail id: md@ticelbiopark.com; before 10.08.2026 @5pm. The schedule for the Bidding process is given below:

Milestone	Date
Issue of Advertisement	On 04.08.2026
Pre-Bid meeting	On 10.08.2026 at 11.00 PM
Last date of receiving queries/clarifications	Up to 10.08.2026 at 5.00 PM
Submission of proposal	On 19.08.2026 at 03.00 PM
Method of selection	Quality cum Cost Based Selection (QCBS): 70:30

Contract Data

1.	Tender Document Available to download	Website: https://tntenders.gov.in at free of cost From 04.08.2026 to 19.08.2026 UP TO 03.00 pm
2.	Method of Tender	Open Tender System Online submission of Volume - I (Technical Bid) and Volume - II (Financial Bid - BOQ) through Website https://tntenders.gov.in
3.	Earnest Money Deposit EMD	Rs. 40,000/- (Rupees Forty Thousand Only) through Online.
4.	Address for any clarification	Managing Director, TICEL Bio Park Ltd, No.5, CSIR Road, Taramani, Chennai – 600 113. Any clarification in the tender shall be sought through e-mail before 5.00 PM on 10.08.26 Email id: md@ticelbiopark.com . Pre-bid meeting will be conducted at TICEL Phase-II at Taramani, Chennai on 10.08.2026 at 11.00 AM.
5.	URL for online bid submission for e-tender	https://tntenders.gov.in
6.	Last Date of Bid Submission	19.08.2026 upto 03.00 PM
7.	Date & time of opening of Technical Bid	20.08.2026 at 04.00 PM
8.	Tender Validity	120 days from the date of opening of price bid
9.	Date of commencement of work	10 days from the date of issue of Letter of Award or site handing over whichever is earlier.
10	Period of Contract for Execution	15 Months Days from the date of issue of LOA
11	Performance Bond	The successful Bidder shall furnish a Performance Bond within 7 days of LOA in the form of Bank Guarantee in the format appended herein for an amount of 10% of the contract sum (excluding GST), valid till the end of Defects Liability Period of one year from the date of satisfactory handing over of the completed works with further claim period of six months by the successful bidder to TICEL with provision for direct re-validation on demand by TICEL, when so called for, for the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of Defects Liability Period plus six months or two months after the last notified defect had been rectified, whichever is later.

12 .	Defects Liability Period and Maintenance	One Year from Date of Handing Over.
13 .	Signing of Agreement	The Contract is concluded by issuing LOA and the Contractor must comply with the requirements as per the Tender including signing of agreement within Ten days from the date of LOA.
14 .	Liquidated Damages	In the event of delays in submission of the deliverable's vis a vis the Time frame prescribed for the proposed Deliverables in the Clause 6.3 of Section-6 of the RFP pertaining to submission of the Deliverables, penalty will be levied at the rate of One Percent (1%) of the Awarded Lumpsum Fees per week or part thereof of delay, subject to a maximum of Ten Percent (10%) of the Awarded Lumpsum Fees.
15 .	Retention Money	5% (Five Percent Only) of contract value will be deducted from each running account bills. 50% of retention money shall be released upon completion & handing over of all the works and as certified by TICEL & the remaining 50% will also be released after Defects Liability Period.
16 .	Price Escalation	Price escalation shall not be applicable on this contract for entire contract period including if any extension granted during execution.

General

Instructions

1.0 General

Tamilnadu Industrial Development Corporation Ltd (TIDCO), a premier industrial development agency of the Government of Tamil Nadu, established in 1965, spearheads the industrial growth in the state by promoting medium and large industrial and infrastructure projects involving large investments and huge employment potential in association with Private Promoters.

TIDCO has promoted several joint ventures for manufacturing products such as iron & steel wrist watches, auto parts/components, textiles, fertilizers, Petroleum and Petrochemicals, Pharmaceuticals, floriculture, processed food products and leather products. It has also ventured into setting up of IT/ITES Parks, Industrial Parks, Bio Parks, and Special Economic Zones.

TICEL Bio Park Phase- II is a State of the art building for Research and Development for Biotech activities and Information Technology Park for the area 6.5 lakh sq.ft consisting of Ground + 12 floors with 5 acres land at Taramani, Chennai.

1.02 DEFINITIONS

- i. **TENDER:** Shall mean the set of **TENDER** Documents submitted by a **BIDDER**.
- ii. **TENDER DOCUMENT:** Shall mean set of documents consisting of Techno-Commercial TENDER with Drawings.
- iii. **CLIENT:** TICEL BIO PARK LTD will also be referred as Employer / Owner.
- iv. **BIDDER:** Shall mean a single entity who has purchased the **TENDER** documents to submit for Techno Commercial **TENDER** to execute the said works.
- v. **Works:** Shall mean "Project Management Consultant for Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai".
- vi. The works includes Defects Liability Period (DLP) of one year, after 100% successful completion / handing over of the entire works as certified by the client.
- vii. **Contract:** Shall mean the Contract entered into between TICEL BIO PARK LTD. and the successful BIDDER on award of Contract for the works.

1.03 The TICEL Bio Park Limited, Taramani Chennai 600113 invites online item rate open e-tender in the two-bid cover system (**Technical and Financial**) from eligible and experienced Intending bidders for the above-mentioned works.

1.04 The tender document can be downloaded from website www.ticelbiopark.com and (<https://tntenders.gov.in/nicgep/app>) @ free of cost

- 1.05 The TENDER** should be submitted in **English** only. Supporting documents such as Annual Reports, Audited Balance sheets, Client's certifications, Testimonials etc., if attached in any other language other than English shall be accompanied by its true English translation duly signed for its correctness.
- 1.06** The **BIDDER'S** Digital signature (e-token) of the Firm / Company for registration for e-submission through the website (<https://tntenders.gov.in/nicgep/app>)
- 1.07 BIDDER** should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments and / or additions have to be made in the tender, they should be supported by dated signatures of the same authorized person signing the Tender documents.
- 1.08** Documents submitted in connection with the **TENDER** will be treated as Confidential and will not be returned.
- 1.09** The cost incurred by **BIDDERS** in preparing their **TENDER**, in collecting information, in providing clarifications or attending discussions, conferences or in making presentations, site visit etc is the scope of BIDDER.
- 1.10** At any time prior to the last date of submission of Tender, TICEL BIO may, for any reason, whether on its own or in response to the clarification request by a prospective BIDDER, modify the Tender document. **Corrigendum, if any, would appear only on the above web sites and not to be published in any Newspaper.**
- 1.11 a. TICEL PARK Ltd.** reserves discretion power to right to reject any or all **TENDERS** or reduce the scope without assigning any reasons whatsoever and without incurring any liability to whomsoever.
- b.** All times and dates mentioned in this Tender Notice and application are Indian Standard Time (IST). Indian Standard Time only will be followed for communication and other purposes.

2.00 GENERAL INSTRUCTIONS

2.01 Preamble:

The bidding under this contract is electronic bid submission through website (<https://tntenders.gov.in/nicgep/app>) only. Detailed guidelines for viewing bids, enrollment and submission of online bids are given on the website. Prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited. The website (<https://tntenders.gov.in/nicgep/app>) also has "bidder manual kit" with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Queries pertaining to the e-tendering system may be addressed to the E-Tender Cell by sending an E-Mail to etender@tn.nic.in.

2.02 Registration:

- i) The bidders can enroll themselves on the website (<https://tntenders.gov.in/nicgep/app>) using the "**Online Bidder Enrollment**". This enrollment is free at this point of time.

- ii) The bidders are required to have enrollment/registration in the website by clicking on the link "Online bidder enrollment" which is free of charge.
- iii) As part of the enrollment process, the bidders are required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e- Portal.
- iv) Possession of **valid Digital Signature Certificate (DSC)** (Class III Certificates with signing key usage) in the Company's name (Lead member) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), is a prerequisite for registration and participation in the bid submission activities.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- vi) Bidder can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.
- vii) The website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process which can be downloaded for ready reference.
- viii) Correspondence details:

For queries related to registration and online bidding (NIC): e-mail : support.etender@nic.in Contact No.: 044 – 24466495 24902580 Extn. 332 24917850	For queries related to tender enquiry / specification: 1) 044-22540050 2) Email: md@ticelbiopark.com
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2.03 Searching for Tender Documents

- i) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (NIC).

2.04 Preparation of Bids

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the

number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such Standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) have been provided to the bidders. Bidders can use "My space or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in "My Space" option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.
- v) The completed bid comprising scanned copy of necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.
- vi) The bidder should submit the bid as follows.

The first set of documents relates to **Technical Bid** submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions / instructions in PDF Format.

The second set of documents relates to **Financial Bid** (BOQ) furnishing the rate for each item in XLS Format.

2.05 Electronic submission of Bids:

The bidder shall submit online the requirements under qualification criteria, the Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

2.06 Procedure for submission of bids:

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it

and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- iii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- iv) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- v) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vi) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- vii) The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. Contracting authority is not responsible for any failure, outside their control.
- viii) TICEL BIO Park Ltd may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TICEL BIO Park Ltd and bidders subject to the previous deadline shall thereafter be subject to the extended deadline.

2.07 Late Bids

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

2.08 Modification and withdrawal of bids:

- i) Bidders may modify their bids online before the deadline for submission of bids.
- ii) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however,

if the bid is withdrawn, the re-submission of the bid is not allowed.

- iii) No bid may be modified after the deadline for submission of Bids. Any queries relating
- iv) to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

TICEL BIO Park does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

The BIDDER or consortium partners, who have abandoned any contract executed for any TICEL BIO Park Limited / its JV or associate companies / related companies, during last 05 years, and / or whose contracts have been terminated and / or bidders who have been blacklisted and / or banned by TICEL BIO Park Ltd / its JV or associate companies / related companies or Government of Tamil Nadu / its agencies or any PSU's and currently if the ban is effective as on date of submission of bid, are not eligible to participate in this tender. For the purpose of this tender, 'related companies' mean any company promoted by the major promoters of TICEL BIO Park Limited, viz, TIDCO & ELCOT

- 2.10**
- a) The tender form must be filled in English. If any of the documents is missing, or unsigned, TICEL BIO Park, in its discretion may consider the tender invalid. All the pages of tender including pre-bid clarification are to be signed and uploaded. If any missing of pages will lead to rejection of tender at initial stage itself.
 - b) Any items left unpriced shall be deemed to be included for elsewhere in the BOQ or the schedule and hence the rate for that item will be taken as nil. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.
 - c) The rate quoted includes all expenses, cost of Manpower, tools & equipment etc., including overheads and profits for the lump sum prices quoted in the Bill of Quantities. The rates quoted should be inclusive of All Duties & Taxes except GST. Statutory payment for taxes and levies such as Income Tax (TDS), surcharges, other taxes, if any, etc., will be deducted from bills at applicable rates prevailing from time to time. Taxes and Duties if any, introduced by the Govt. during the course of the contract will become payable.

Each page of the tender documents should be signed by the person or persons with seal of authority submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected. Any additions / deletions / corrections / omissions / modifications / clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting and the same will also form part of the tender document

2.11 Rejection of Tender

- A) Tender will be summarily rejected if,
 - i) Received by Post / Courier / telex / telegram / Fax / E-mail/ any other mode other than e- submission.
 - ii) Not accompanied with attested copies of evidences for meeting the bid qualification

requirement

- iii) Does not meet Bid Qualification Requirement.
- iv) Received from any blacklisted firm or contractor.
- v) Received from a tenderer whose past performance is not satisfactory.
- vi) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- vii) Price is indicated in Technical bid
- viii) Incomplete and evasive offer.
- ix) Not in the prescribed Form & Procedure

B) Tender is **LIABLE** for rejection if,

- i) Received without GSTIN NUMBER
- ii) Not in conformity with TICEL BIO Park Ltd commercial terms
- iii) With validity period less than that specified in the specification.
- iv) Not containing all required particulars
- v) the BIDDER or consortium partners have been found to have abandoned any contract executed for any TICEL BIO Park Limited / its JV or associate companies / related companies, during last 05 years, and / or whose contracts have been terminated and / or bidders who have been blacklisted and / or banned by TICEL BIO Park Ltd / its JV or associate companies / related companies or Government of Tamil Nadu / its agencies or any PSU's and currently if the ban is effective as on date of submission of bid. For the purpose of this tender, 'related companies' mean any company promoted by the major promoters of TICEL BIO Park Limited, viz, TIDCO & ELCOT

2.12 Modifications/Clarifications to Tender Documents:

- i) At any time after the commencement of e-Tender and before the closing of the event, TICEL BIO Park Ltd may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned through corrigendum which can be downloaded from the login.
- ii) In case any tenderer asks for a clarification on the tender documents before the date specified, TICEL BIO Park Ltd will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TICEL BIO Park Ltd will be final and binding on the Tender.
- iv) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

2.13 Quotation of Rates

- i) Rates should be quoted figures i.e., integers only.
- ii) Offers giving lump sum price, without giving their breakup as per details indicated in the BOQ, shall be liable for rejection.

2.14 Incomplete Tenders

Tender, which is incomplete, obscure or irregular will be rejected.

The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.

Tenderers shall bear all costs associated with the participation in the e-Tender

and TICEL BIO Park Ltd will in no case be responsible or liable for these costs

No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender.

4.00 IMPORTANT CONDITIONS OF CONTRACT

- 4.01** The prices should be quoted in Indian Rupees only. The rates quoted by the BIDDER shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. Price should be quoted as per BOQ furnished.
- 4.02** Condition of Contract will be as per standard practice and duly modified as and when there is a change in Government regulation / statutory requirement. Performance Bank Guarantee, Retention Money, Defect Liability Period, liquidated damages, default and arbitration clause will be followed as per the conditions of contract. The contractor shall be responsible for procurement of all quality materials required for the performance of the contract.
- 4.03** Since the project is to be implemented strictly on the time schedule, **TICEL BIO PARK Ltd.** will lay high emphasis on the capacity of the selected contractor to deploy high tech and speedy construction techniques, high degree of planning good procurement and quality check procedures, quality assurance Plan, Environment and Safety Plan to meet the appropriate standards to prepare Program Evaluation Review Technique (PERT) Chart for scheduling the completion of work.
- 4.04** Tenderers under Joint venture/ Consortium are not allowed to participate in the tender.

5.00 ELIGIBLE BIDDERS

The person signing the **TENDER** document should be the duly authorized representative of the firm/ company, for which a certificate of authority should be submitted. The Power of Attorney /authority to authorized signatory must be enclosed in detail.

The price tenders will be opened for those who qualify the eligibility criteria as mentioned in the clause No. 6 as below:

Any change in the legal status of a BIDDER subsequent to submission of TENDER will be subject to approval of TICEL BIO PARK LTD with respect to Tender Documents.

SECTION 3

INSTRUCTIONS TO CONSULTANTS

1. GENERAL

- 1.1 The Detailed description of the scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The Consultant for participation in the Selection Process must be a single entity to execute the Assignment. The term Consultant means the Single Entity. **JV/Consortium is not permitted.** The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2 The Bidder should submit a Power of Attorney as per the format specified in Section 7B, authorizing the signatory of the Bidder to sign and submit the Application and Bid.
- 1.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, with the bar subsisting as on the date of the Proposal Submission Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.4 A Consultant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Consultant or its Associate.
- 1.5 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.6 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Project Site before submitting a Proposal, and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit. Consultants should ensure that these officials are informed of the visit adequately in advance to allow them to make appropriate arrangements.
- 1.7 TICEL BIO PARK LTD will provide the inputs; assist the firm in obtaining permits needed to carry out the services.

- 1.8 Please note that the costs of preparing the Proposal and of negotiating the Contract, including a visit to the Project Site, are not reimbursable as a direct cost of the Assignment.

2. CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by post or electronic mail (e-mail) to the TICEL BIO PARK LTD's address indicated in the Data Sheet. TICEL BIO PARK LTD will respond only by e-mail

3. PREPARATION OF PROPOSAL

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

3.1. Procedure for Submission of bids:

- 3.1 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Cover 1 shall contain the Technical Proposal. The eligibility of Applicants will be verified based on the eligibility criteria mentioned in the Data Sheet and provided by the Applicants as per the formats given in this RFP. The Technical Proposal of only those applicants meeting the eligibility criteria shall be evaluated and scored based on the marking criteria mentioned in the Data Sheet. Such applicants may be invited to make a presentation on the Approach & Methodology, covering all the aspects of TOR, Work Schedule and the Team proposed for the assignment to the Evaluation Committee of the Authority. The Team Leader proposed by the applicant must be present during the presentation. The time schedule and venue for presentation will be intimated to such applicants by the Authority. Applicants scoring not less than 70% of the total points (St) in Technical Proposal shall alone qualify for opening of **Cover 2, the Financial Proposal**. The Authority shall notify the Applicants, results of the technical evaluation and invite those who have secured the minimum qualifying marks for opening of the financial proposals will be intimated later. The Financial Proposal of unqualified applicants shall not be opened.

3.2 Earnest Money Deposit

- i) An EMD of Rs.40,000 (Rupees Forty Thousand only) has to be paid in online (TN Tenders portal)
- ii) Any other mode of payment of EMD shall not be accepted.
- iii) The EMD will not carry any interest.

- 3.3 From the time the Proposals are opened to the time the Contract is awarded, if any consultant wishes to contact TICEL BIO PARK LTD on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TICEL BIO PARK LTD in TICEL BIO PARK LTD's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 3.4 Prior to evaluation of Proposals, TICEL BIO PARK LTD will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TICEL BIO PARK LTD may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 3.5 The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with 70% weightage to Technical Proposal and 30% weightage to Financial Proposal.
- 3.6 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in Section-5. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 3.7 TICEL BIO PARK LTD reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TICEL BIO PARK LTD in respect of such Proposals. However, TICEL BIO PARK LTD reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TICEL BIO PARK LTD will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in Section-5.

4. EVALUATION

4.1 TECHNICAL EVALUATION

- 4.1.1 The evaluation committee appointed by TICEL BIO PARK LTD as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the RFP. Each responsive proposal will be given a mark (T). A proposal shall

be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

4.1.2 In this stage, Technical Proposal will be evaluated on the basis of consultant's experience, and the experience of Key Persons. Only those consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration.

4.1.3 The bidder who secures highest marks (TH) shall be given a technical score (ST) of 100. The technical scores of other bidders shall be computed as follows:

Technical score of the bidder $ST = 100 \times (T / TH)$

T = Marks secured by the respective Bidder

TH= Highest Marks secured

4.2 SHORTLISTING OF CONSULTANTS

4.2.1 Consultants scoring 70 or more marks in technical evaluation shall be qualified and short-listed for financial evaluation in the next stage.

4.3 EVALUATION OF FINANCIAL PROPOSALS

In the next stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (F). The evaluation committee will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Financial Proposal with lowest cost (FM) will be given a financial score (SF) of 100. The Financial Scores of other proposal will be computed as follows:

Financial score of the bidder $SF = 100 \times (FM / F)$ (F = Amount of Financial Proposal)

4.4 VALUATION METHODOLOGY AND RANKING

4.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

Combined score $S = S_T \times T_w + S_F \times F_w$

Where S is the combined score, and T_w and F_w are weights assigned to Technical and Financial Proposals that shall be 0.70 and 0.30 respectively.

4.4.2 A bidder having the highest Combined Score (S) shall be declared as first ranked Bidder.

4.4.3 The combined final evaluation of both the Technical and Financial scoring only shall be published.

5. NEGOTIATIONS

- 5.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 5.2 Negotiations will include a discussion of the Technical Proposal, Price, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TICEL BIO PARK LTD and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract.
- 5.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, TICEL BIO PARK LTD expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, TICEL BIO PARK LTD will require assurances that the experts will be actually available for the entire duration of the Assignment. TICEL BIO PARK LTD will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

Except as TICEL BIO PARK LTD may otherwise agree, no changes shall be made in the Key Personnel after signing of the Contract. 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. TICEL BIO PARK LTD will accept one-time replacement only and any second replacement for same position proposed by the Consultant shall attract a penalty of 1% of the Awarded Lumpsum Fees. Any subsequent replacement for the same position shall attract termination of contract.

- 5.4. In case if it is felt that the rate quoted by the lowest bidder is higher than the prevailing market rates, TICEL BIO PARK LTD reserves the right to carry out the negotiations with the lowest bidder
- 5.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, TICEL BIO PARK LTD and the Consultant will initial the agreed Contract.

6. AWARD OF CONTRACT

- 6.1 The Contract will be awarded following negotiations.
- 6.2 A Letter of Award (the “LoA”) will be issued, in duplicate, by TICEL BIO PARK LTD to the Successful Bidder and the Successful Bidder shall, within 3 (Three) working days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received by the stipulated date, TICEL BIO PARK LTD may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder, and the next highest-ranking Bidder may be considered.
- 6.3 Performance Security:** Performance Security equivalent to 10 (Ten) percent of the total cost of Financial Proposal including GST shall be furnished within 10(Ten) days from the date of acknowledgement of the receipt of LoA from a Nationalized/ Scheduled Bank, before signing of the contract, in the form of a Bank Guarantee in the format specified. The Performance Security will be retained by TICEL BIO PARK LTD until the completion of the Assignment by the Consultant and will be released 180 days after the completion of the Assignment.
- 6.4 Execution of Contract:** After acknowledgement of the LoA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Contract within 10 (Ten) days from the date of acknowledgement of receipt of LoA. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified.
- 6.5 Commencement of Assignment:** The Consultant shall commence the Services from 10 days from the Date of signing of Agreement. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, TICEL BIO PARK LTD may invite the second ranked Bidder for Contract signing. In such an event, the Bid Security and/ or the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by TICEL BIO PARK LTD.

7. CONFIDENTIALITY

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the consultants who submit their Proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified by TICEL BIO PARK LTD.

8. FRAUD AND CORRUPT PRACTICES

a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TICEL BIO PARK LTD will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, TICEL BIO PARK LTD will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.

b) Without prejudice to the rights of TICEL BIO PARK LTD under the Clause herein-above, the rights and remedies which the TICEL BIO PARK LTD may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by TICEL BIO PARK LTD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by TICEL BIO PARK LTD during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by TICEL BIO PARK LTD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TICEL BIO PARK LTD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TICEL BIO PARK LTD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TICEL BIO PARK LTD in relation to any matter concerning the Project;

- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TICEL BIO PARK LTD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9. PRE-BID MEETING

Pre-bid Meeting of the Bidders will be convened at the date, time and place indicated in the data sheet. A maximum of two representatives of each firm interested to bid will be allowed to participate on production of an authorization letter from the respective Firms. During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of TICEL BIO PARK LTD. TICEL BIO PARK LTD will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

10. DISPUTE RESOLUTION

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

11. FORCE MAJEURE

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime, Pandemic/Epidemic or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work

under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TICEL BIO PARK LTD as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days, both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

12. LIQUIDATED DAMAGES

In the event of delays in submission of the deliverable's vis a vis the Time frame prescribed for the proposed Deliverables of the RFP pertaining to submission of the Deliverables, penalty will be levied at the rate of One Percent (1%) of the Awarded Lumpsum Fees per week or part thereof of delay, subject to a maximum of Ten Percent (10%) of the Awarded Lumpsum Fees.

13. CONDITIONS OF TERMINATION OF THE CONTRACT

TICEL BIO PARK LTD shall have the right to terminate this contract in part or in full under any of the following circumstances:

- i. Time is the essence of the contract and therefore, the contract is liable to be terminated if the consultant fails to deliver the job within the stipulated date and time where the delay is solely attributed to the consultant.
- ii. If the consultant has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- iii. In the event of non-performance / or unsatisfactory performance by the consultant.
- iv. If the consultant becomes bankrupt or otherwise insolvent.
- v. When both parties mutually agree to terminate the Contract.
- vi. Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.
- vii. In any unlikely event of receipt of a termination notice from the Consultant, the matter shall be discussed with TICEL BIO PARK LTD and shall have to be mutually agreed.

14.0 MISCELLANEOUS

3.4.2 The Selection Process shall be governed by, and construed in accordance with the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.4.3 TICEL BIO PARK LTD, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
- b. Consult with any Bidder in order to receive clarification or further information.

- c. Retain any information and/or evidence submitted to TICEL BIO PARK LTD by, on behalf of and/or in relation to any Bidder; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 3.4.4 All documents and other information provided by TICEL BIO PARK LTD or submitted by a Bidder to TICEL BIO PARK LTD shall remain or become the property of TICEL BIO PARK LTD. Bidders are to treat all information as strictly confidential. TICEL BIO PARK LTD will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to TICEL BIO PARK LTD in relation to the consultancy shall be the property of TICEL BIO PARK LTD.
- 3.4.5 TICEL BIO PARK LTD reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.
- 3.4.6 The consultant has to prepare and make presentations on the assignment being carried out by them to TICEL BIO PARK LTD as and when required.

SECTION 4

PROJECT DESCRIPTIONS

4.1 Preamble

TICEL Bio Park Limited intends to undertake structural rehabilitation and strengthening of the basement structural members, including columns, beams, slabs, and other associated repair work at TICEL Bio Park Phase-II, Chennai.

For this purpose, TICEL Bio Park Limited invites proposals from reputed and experienced consultants having the requisite expertise in structural assessment, rehabilitation, retrofitting, Technical Guidance, and project management consultancy services.

4.2 Work Description

Details about the Building are furnished below:

A. Existing building

The details of the existing TICEL Phase-III building are as follows:

No of Floors:	3 Basements + Ground + 12 Floors
Year of Construction	2015
Type of Building	RCC Framed Structure
Total Plinth Area	34,067.17 Sq.m

B. Defects observed in the building

- Roof Slabs and Columns exhibiting deep cracks, spalling of concrete, reinforcement corrosion and corrosion of tendons in PT slabs in 3rd basement
- Cracks with exposed reinforcement and spalling of concrete in basement
- Damaged solar reflective tiles and worn-out tile joints leading to seepage
- Staircase waist slabs exhibiting deep cracks and spalling of concrete, reinforcement corrosion.

C. Proposed Works

Project Management Consultancy for the following Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai

- Removal of Damaged Concrete (Chip out loose, delaminated and carbonated concrete around columns, beams, slabs and including exposing of reinforcement)
- Rebar Treatment (Mechanical cleaning and application of Anticorrosion coatings to existing RCC elements and corroded rebars)
- Replacement of severely corroded reinforcement where required.
- Concrete Jacketing/Mirco-Concrete repair (Bonding agent and repair with polymer modified mortar or micro-concrete and restoring original dimensions and cover to reinforcement)
- Injection Polyurethane/Epoxy grout into cracks and joints to stop active water ingress.
- Application of anti-carbonation treatment for concrete surfaces.
- Restrengthening of Column, beams, slabs and other RCC structural elements with special centering supports, rust removal, application of anticorrosive paint, epoxy injection grouting, micro concreting and anti-carbonation coating.

D. Project Location

The site proposed for the said TICEL Phase-II lies in No.5, CSIR Road, Taramani, Chennai

The Google Map Location: <https://maps.app.goo.gl/RNvBu7M7rCMB75zV8>

E. Linkage and Connectivity

The project site is at the prime location and is well connected to major cities through road and rail network.

Sl. No.	Linkage and Connectivity – within Chennai city	Distance (km)
1.	Central Railway Station	15 km
2.	Thiruvannmiyur Railway Station	500 km
3.	Thiruvannmiyur Bus Stand	1 km
4.	Chennai Airport	14 km

SECTION 5**ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY****5.1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION**

5.1.1 To be eligible for the qualification and short-listing, the Bidder shall fulfill the following conditions of eligibility:

- i. The Sole Bidder should be a registered legal entity recognized under the legal statute of India including any Company, operating for minimum Five (5) Years as on March 31, 2026.
- ii. The Bidder shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies.
- iii. The Organization/ Agency should have been engaged in providing consultancy for repair activities for basements/ office high-rise buildings/residential high-rise buildings/commercial premises / Industrial houses for a minimum period of 05 years as on March 31, 2026.

iv. Similar work experience in last Ten years

The Organization/Agency should have satisfactorily executed PMC for the Similar work during any one of the last 10 years:

One similar PMC work costing not less than Rs. 30 Lakhs (Copy of LoA or agreement & Work Completion certificate to be enclosed)

(The similar work shall mean PMC for Turnkey Project consisting of repair/ renovation/ Structural Rehabilitation/ Strengthening works-

Note: The Bidder shall meet the above criteria as a sole firm.

v. Financial Eligibility

Average Annual Turnover in last Five (5) years:

Average Annual turnover of the Bidder from consultancy services should not be less than **Rs.15 Lakhs** (Rupees Fifteen Lakhs) during the last Five Years (5) financial years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26). The requisite turnover shall be duly certified by a Chartered Accountant with his Seal/Signatures and Registration Number.

vi. Project Core Team/Key Personnel

Qualification and Experience and exposure of the minimum key personnel of the proposed assignment

Sl. No.	Position	Minimum Years of Experience	No. of post	Minimum Desired Experience
1	Team Leader	20	1	Postgraduate in Structural Engineering preferably a doctorate in Civil (Structural Engineering) with at least 20 years of experience in the Condition Assessment and Repair and Rehabilitation of building/ bridges etc, thorough knowledge on all repair materials and procedure, testing of repair materials, application of microconcrete/polymer modified mortar, treatment of corroded rebars, non-destructive testing and post repair evaluation and provided technical guidance to PWD/NH/CPWD/MES/NHAI etc.
2	Senior Structural Engineer	1	1	Should be a Postgraduate in Structural Engineering with relevant experience in Structural Design for Buildings/ Rehabilitation works with min 12 years of experience.
3	Structural Engineer	1	1	Should be a Postgraduate in Structural Engineering with relevant experience in Structural Design for Buildings

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

5.1.2 The eligible consultants shall be required to submit self-attested copies of the following along with their Proposal:

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement / Format of Completion certificate and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client.
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate and Receipts of GST payment.
- iv. Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last Five (5) financial years (2021-22, 2022-23, 2023-24, 2024-25 & 2025-26).

5.2. SELECTION PROCESS

5.2.1 Technical Evaluation Criteria

Evaluation Criteria			Max Marks
I	20 Marks for experience in providing technical guidance for repair/ renovation/ Structural Rehabilitation/ Strengthening works for any multi story building/Bridge etc. Additional 5 marks for each project towards providing technical guidance for repair/ renovation/ Structural Rehabilitation/ Strengthening works for any multi story building/Bridge etc. (Each project costing not less than Rs. 25 Lakhs) (Copy of LoA or agreement & Work Completion certificate to be enclosed)		40
II	20 Marks for experience in Project Management – Inspection, quality assurance and technical supervision for any repair/ renovation/ Structural Rehabilitation/ Strengthening works for any multi story building/Bridge/Ports etc. Additional 5 marks for each project towards providing Project Management for repair/ renovation/ Structural Rehabilitation/ Strengthening works for any multi story building/Bridge etc. (Each project costing not less than Rs. 25 Lakhs) (Copy of LoA or agreement & Work Completion certificate to be enclosed)		30
III	Project Core Team/Key Personnel having experience in repair/ renovation/ Structural Rehabilitation/ Strengthening works		30
		Max Marks	
	Team Leader	15	
	Senior Structural Engineer	10	
	Structural Engineer	5	
Total			100

Note:

- The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria. Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated.

- ii. Additional support staff in sufficient numbers shall be proposed by the Bidders. The Bidder shall also provide a detailed work plan with the Master schedule for construction phase and proposed number of support staff for effective delivery of the Services. The successful bidder should submit the CVs of additional support staff after award of contract.
- iii. The Bidder shall submit the manpower deployment schedule clearly during design and construction stage in line with the Master schedule.
- iv. The above-mentioned similar projects experience is applicable only for evaluating the Project Core Team/Key Personnel

SECTION 6

TERMS OF REFERENCE

1. THE ASSIGNMENT

TICEL BIO PARK LTD proposes to appoint a Project Management consultant for Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai

2. ROLE & RESPONSIBILITIES OF THE PROJECT MANAGEMENT CONSULTANTS

i) The Project Management Consultants shall submit detailed timeline for completion of various stages of work within 15 days from the date of execution of this Agreement. However, the Project Management Consultants shall ensure that total work shall be completed within the specified period as mentioned in tender.

ii) The Project Management Consultants shall nominate a team of personnel for preparation of Maps, drawings, shop drawings, getting approval from statutory authority, pre-construction documents like detailed estimate, bill of quantities, tender document in consultation with TICEL BIO PARK within 30 days from award of work to the contractor under intimation to the TICEL and other officials trade-wise, at various stages of the project for quality and surveillance of the works to ensure proper and timely execution of the works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required.

iii) The Project Management Consultants shall, wherever required, obtain in writing approval of the local bodies or statutory bodies for the planning, repair works, or any construction as contemplated in this agreement.

iv) The Project Management Consultants shall undertake work as per following:

Scope of Work: -

- Technical guidance towards Structural repair of RCC components of the building.
- Coordination with NDT Testing agency and arriving repair methodology based on the NDT results. (NDT agency will be employed and paid by TICEL Bio Park Limited).
- Coordination with other statutory bodies before and during execution.
- Vetting of Scope & Methodology from Structural Engineering Division of Anna University/IIT (necessary fee will be paid by TICEL Bio Park Limited).
- Technical guidance towards repair and renovation of basement areas with signs of seepage.
- Technical guidance towards Replacement/Reroute of existing supply, drainage pipes, Fire Fighting lines, electrical cables,

- Technical guidance towards Painting & repair works of basement.
- Technical guidance towards waterproofing of terrace and areas with possible water ingress.
- And all other allied works found to be necessary.

Role of PMC: -

Pre-implementation Stage

- Condition assessment, technical survey of existing building
- The comprehensive services include pre-design study including architectural, structural, electrical, building management system.
- To carry out the pre-design study of the project site taking into account the existing building, future traffic movement (staffs), existing power and **future expansion of TICEL Phase-II.**
- Site specific studies viz. site survey, survey of existing buildings & existing infrastructures, contour survey, soil investigation, etc. shall be carried out by the Consultant for finalizing the designs.
- Preparation of concept for Repair, listing all the activities with detailed estimate, scheduling of the project with dates from start up to completion of Repair Work and presentation of the same to the designated committee of the TICEL for finalization of activity-wise repair process along with dates and tentative completion date. Submission of detailed project schedule. TICEL will take final decision on extent of works.
- Prepare all the necessary detailed working drawing for Utilities, electrical services, etc. and also for any other installation as may be required for carrying out the repair works in entirety, decided by the TICEL and working out specifications and schedules of quantities. Describe the whole project adequately for the purpose of placing the main contract by the approved method.
- Preparation of Detailed Project Report/ Feasibility Report for TICEL's as a whole and trade-wise for facilitating over-all project planning.
- Preparation and submission of the necessary drawings (if any) approved by the TICEL to respective regulatory authority and other concerned statutory authorities and obtain their approval in respect of the scope of repair works, or any other authorities from whom permission is essential for successful commencement and completion of the project and furnish two sets of each such approved drawings/ certificates to the TICEL.
- Tendering, evaluation & appointment of contractors- Prepare detailed item rate tender documents/ cost estimates/ BOQs for various trades complete with Articles of Agreement,

special conditions, general conditions of contract, specifications, drawings, schedule of quantities, time and progress charts etc.

- Scrutiny/ evaluation of tenders (Part-1-Techno Bid & Part-2- Financial Bid) and award of works (tendering, evaluation & appointment of contractors). TICEL shall nominate suitable officers/ executives to witness the various processes as observer(s).
- Detailed mapping and documentation of all structural distresses including cracks, spalling, honeycombing, corrosion of reinforcement, water seepage, dampness, differential settlement, and other visible defects.
- Carry out structural analysis of the existing building based on the original structural drawings, available design data, NDT results, and actual site conditions to assess the structural adequacy of the basement members.
- Identification of the root cause of structural deterioration and preparation of a comprehensive rehabilitation strategy for each structural member and design of suitable strengthening measures.
- Preparation of detailed structural strengthening drawings, reinforcement detailing, bar bending schedules, repair methodology drawings, and construction sequencing for execution.
- Review of existing utilities including water supply, sewerage, storm water drainage, firefighting, HVAC, electrical, ELV, and other services to avoid conflicts during strengthening works and recommend necessary diversions.
- Preparation of temporary support, shoring, propping, dewatering, and stability arrangements during execution to ensure structural safety at all stages.
- Verification of load paths and recommendations regarding temporary restrictions on occupancy, storage loads, equipment loads, and vehicle movement during the repair period.
- Preparation of Quality Assurance Plan (QAP), Quality Control procedures, Inspection & Test Plans (ITP), method statements, and acceptance criteria for all repair materials and workmanship.
- Coordination with NDT agencies for pre-repair investigations and post-repair validation tests including Rebound Hammer Test, UPV Test, Half Cell Potential Test, Carbonation Test, Core Test, Cover Meter Survey, Pull-off Test, and Load Testing wherever required.

Implementation Stage:

- Obtaining all required permission, License, NoC from statutory authorities for the project/ statutory approvals & co-ordination.
- Day to day supervision and inspection by the team of Structural engineers (**1 Senior Structural Engineer and 2 Structural Engineers**), at various stages of the project for

quality and surveillance of the works to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work (including regulatory/ statutory authorities). Suggest modifications, if any due to site conditions and requirements and give modified drawings, specifications, costs, if required. 1 Senior Structural Engineer and 2 Structural Engineers should be stationed at Site during execution.

- Ensure quality assurance and control tests in all aspects, as per IS codes, including mandatory tests on materials and performance tests of complete items of works, as may be applicable and ensure soundness of repair/construction and structural stability. The expenses relating to the above should be added to the project cost during preparation of Detailed Project Report (DPR).

- Safety Management at site to be complied with as a Project Architect continuously monitoring the Project and the Contractors Compliance of all manpower safety and working conditions safety for all officers and outsiders visiting the building, passersby, etc. during the course of Repair activities. Thereby having a 360 degrees safety compliance including monitoring & execution up to completion during Repair works and removal of all equipment etc. from site.

- Maintaining co-ordination with various agencies and services (including client, NDT agencies, Testing agencies, contractors, suppliers, regulatory & statutory authorities).

- Recording measurement of works done as per IS Codes. Issue monthly certificates confirming to that the work is carried out is generally as per specification, viz. certification of works completed.

- Maintaining Inward/Outward of materials utilized for execution

- Maintaining all data / reports / site reports required for records and technical audit / scrutiny

- Ensuring the works being carried out do not cause nuisance to existing TICEL clients in Phase-I and Phase-II in any manner.

- Monitoring the project's progress on CPM method and submission of monthly physical and financial progress reports to the TICEL in desired format.

- No deviations or substitutions or extra items of work from the approved design and cost shall be undertaken/ executed/ carried out without the written consent of the TICEL. For any such deviations, substitutions, omissions or extra items of work, if anticipated or required, the agency shall immediately report the same to the TICEL with adequate justification and furnish an analysis of the extra cost involved thereby.

- Arranging site meetings on fortnightly basis, recording minutes of meeting (MOM) clearing bottlenecks and ensuring completion as per schedule, including timely sample approval.
- Dealing with observations and reply to the queries of the technical audit in case of arbitration pertaining to protection of interest of the TICEL.
- Handle and sort out all issues of disputes with contractors arising out of the said project execution as well as in case of arbitration pertaining to project and protect the interest of the TICEL.
- Bill Checking, Bill verification of R.A. Bills and Final Bills as submitted by contractor and then submitting the verified copies to the TICEL for further verification by TICEL.
- Issuing completion certificate to various agencies after settlement of final bills and reconciliations.
- Handing over of the project to the TICEL, check, certify, recommend and submit all the working drawings of various works in 3 sets of hard copies as well as soft copies. Submission of plumbing line diagram.
- Appearing if required before Municipal assessor or such other Authorities in Connection with the settlement of the ratable value of the building and tendering advise in the matter to the TICEL.
- Obtain and secure permission of Municipality and/or all other authorities for the building and obtaining refund of the deposits, if any, made by the TICEL to the municipality or other authorities.
- Getting defects rectified in the work notified during defect liability period.
- Processing refund of the retention money to the contractors as per terms of relevant contract after getting due certification and No-objection from TICEL.
- Submission of service guarantee certificate to the TICEL mentioning that the Retrofitting works carried out are sound enough with Structural Warranty/Guarente for minimum of 10 years.
- No deviations or substitutions or extra items of work from the approved design and cost shall be undertaken/ executed / carried out without written consent of TICEL. For any such deviations, substitutions, omissions or extra items of work, if anticipated or required, the Project Management Consultants shall immediately report the same to the TICEL and shall submit the details of the same along with the supporting documents relied upon and technical/administrative justification to the TICEL within 15 days of such intimation and get it approved from the TICEL. Ensuring Project completion within approved cost.

- Project Management Consultants shall be wholly and solely responsible for any observations/comments/defects pointed out by C.T.E./S.V.C in the planning and execution of the project. If any clarification/observation is sought by C.T.E./S.V.C. from the TICEL, the Project Management Consultants shall provide the same to the TICEL and/or assist the TICEL in preparation of the reply to C.T.E./C.V.C.

- The Project Management Consultants shall be wholly, solely and fully responsible for the timely completion of the project, the quality of work as per tender specifications prescribed by them and for the structural safety during and after completion of the project. Single Point responsibility for delivery of project objectives.

- The Project Management Consultants agrees that the TICEL, or any person authorized by it, can inspect the Works relating to the projects entrusted to them from time to time and check as to whether the works are being done as per drawings and specifications as approved by the TICEL. The Project Management Consultants shall agree that if any defects or any variations from approved specifications are found TICEL officials, such defects/variation shall be rectified by them within 30(thirty) days from receipt of intimation from the TICEL without any extra cost.

- During the various stages of execution of the projects, the Project Management Consultants shall submit physical and financial progress reports to the TICEL on a monthly basis.

- The Project Management Consultants shall be solely responsible for proper structure, design, specifications and workmanship etc of the projects entrusted to them.

- The Project Management Consultants shall be fully responsible for quality of material procurement of all materials and services by the contractors appointed for this work.

- The Project Management Consultants shall be fully responsible for observance of all labour laws and other laws applicable and shall keep the TICEL, indemnified against effect of non-observance of any such laws by it or its Contractors. Further, TICEL shall not be responsible in any manner whatsoever, for Damages/compensation under Workmen Compensation Act or any other law or in courts or in civil law to the employees of Project Management Consultants and/or Contractor(s) and/or labor employed. This condition shall be agreed to in the Contract executed between the Project Management Consultants and Contractor(s).

- The Project Management Consultants shall be responsible for obtaining all required NOC, licenses and clearances required from the local bodies. The Project Management Consultants shall hand over the sites immediately after Completion of the project. The project shall be deemed to have been completed in relation to Project Management Consultants only when these certificates are obtained from the local body/bodies/development authority and handed over to the TICEL. The Project Management Consultants shall send completion report along with above certificates as well as all the

project drawings and maintenance schedules to the office of the TICEL within 15 days from completion of work.

- If at any time after signing of the SLA, the TICEL decides to foreclose or reduce the scope of the works of the project entrusted to the PMC for any reason whatsoever and hence not requiring the whole or any part of the works to be carried out, the TICEL shall give notice in writing to the PMC in this regard and PMC shall act accordingly in the matter. In case of foreclosure or reduction in scope of project works by the TICEL, the PMC will not be entitled for any compensation or otherwise whatsoever, on account of any profit or advantage which PMC would have derived from the execution of the works of the project in full but which PMC could not derive in consequence of the foreclosure of the whole or part of the works. Further, the PMC and its contractor(s) shall not claim any compensation from the TICEL by reason of an alteration having been made in the original specifications, drawings, designs and instructions relating to the project works which may involve any curtailment of the work as originally contemplated. The contractors engaged shall be paid at contractual rates, full amount for works executed at site and, in addition, a reasonable amount duly certified by the TICEL and PMC for the items mentioned in the agreement tender condition between PMC and its contractors.

- The Project Management Consultants shall be liable for rectifying any defect in the project for a period of 12 (Twelve Months) months from the date of completion and handing over the work.

- If any contractor raises any dispute arising out of the contract(s) entered into between the PMC and the Contractor(s) and pursuant to the same, If legal / arbitration proceedings are initiated by the contractor against the PMC / TICEL relating to the project works, the PMC shall defend the TICEL in all such legal/ arbitration proceedings as best as it can to protect interest of the TICEL. In case of any Arbitrator's Award litigation award, the Project Management Consultants shall take appropriate decision with regard to payment / challenging thereof before any Court/ Forum in consultation with TICEL depending upon the merit of the case. Project Management Consultants shall also require TICEL the status of arbitration/ legal proceedings periodically for effective monitoring of the case. In case any monetary claim is decreed/ awarded by a Court of Law/Tribunal/ Forum/Statutory Authority/Arbitrator in relation to the project works against PMC/ TICEL, the PMC will be liable for payment of the same.

- Monitoring of structural health during execution and recommending corrective measures whenever abnormal behavior or unforeseen conditions are observed.

- Preparation of monthly progress reports highlighting physical progress, financial progress, quality status, safety compliance, risks, delays, and mitigation measures.

- Verification and approval of material test certificates, manufacturer warranties, and laboratory test reports.

- Supervision of waterproofing integrity tests, ponding tests, leakage rectification and any other required test before final acceptance.
- Preparation of As-Built Drawings incorporating all structural modifications, rerouted services, and completed repair works.
- Preparation and submission of Completion Report, Structural Stability Certificate, Defect Liability monitoring plan, Operation & Maintenance Manual, and final documentation after completion of the project.
- Assist TICEL Bio Park Limited during the Defect Liability Period (DLP) by inspecting defects reported by TICEL and recommending suitable rectification measures to the contractor.
- Ensure compliance with the latest relevant provisions of IS Codes, PWD specifications, IRC guidelines (where applicable), and other statutory regulations governing structural rehabilitation works.

2.1 Bid Process Management

(i) Preparation of Tender Documents

The Consultant shall prepare the Tender Documents based on the approved procurement Plan for selection of Contractor for TICEL BIO PARK LTD at Chennai, Tamil Nadu. The process for selection of the implementing agency can be two stage tendering system. The Consultant shall accordingly prepare the Request for Proposal. The Consultants shall specify the minimum qualification criteria, bid evaluation criteria along with general conditions and special conditions of contract.

(ii) Bid Process

- i. The Consultant shall support TICEL BIO PARK LTD for conducting the Prebid meeting, providing response to the queries sought by the bidders and drafting addendums to Bid documents if any.
- ii. The Consultant shall also assist TICEL BIO PARK LTD in the opening and evaluation of the Bids and submit a detailed Report to TICEL BIO PARK LTD.
- iii. The Consultant has to carry out the Bid evaluation as per the RFP conditions at each stage of the evaluation along with a comprehensive bid evaluation report covering all the stages as defined in the RFP. In the bid evaluation report, the Consultant has to provide the recommendations and the reasonability of the short-listed bid followed by assisting TICEL BIO PARK LTD during the negotiations with the selected bidder.

- iv. Preparing the project implementation, schedule & activities and monthly cash flow requirements for the project till completion.
- v. The Consultant is also expected to assist TICEL BIO PARK LTD in issuance of letter of award followed by signing of the agreement with the selected bidder.
- During execution of the Project, the Consultant shall act as representatives of TICEL BIO PARK LTD for reviewing and monitoring the progress and quality of the construction / equipment of the Project. The Consultant shall be fully responsible for effective time & cost control of the Project failing which he shall be liable for levy of penalty if the delay is attributable to the Consultant.

After appointment of contractor, during execution stage, 1 Senior Structural Engineer and 2 Structural Engineers are required to be stationed full time on project site and other project key personnels to be stationed on site as per the requirements of the project and nature of activities at site to coordinate the activities between TICEL BIO PARK LTD and the Contractor(s) and perform the Roles. Project site office with required facilities will be arranged.

2.2 Execution Phase

The role play expected from consultant during the execution phase is as follows:

- a) Prepare a master construction schedule using prima vera or MS project and monitor the project. Review the overall Project Schedules/network, identifying critical path, discussing with the Contractor(s), setting priority activities and the timely completion of the Project
- b) Shall prepare and implement Quality assurance system by designating a quality assurance manager who shall formulate and monitor the quality system for this project. The quality of the services shall be ensured by deployment of resources – personnel and equipment and through regular interaction with TICEL BIO PARK LTD.
- c) Monitor the Project (both physical & financial) during entire Project duration and

submit monthly reports as well as during intermediate periods, as required by TICEL BIO PARK LTD. Cost Control of Project considering resource mobilization and resource levelling, Analysis of Project records; Identification of present conditions; Forecasting requirements for completion; Preparation of incremental and cumulative costs records.

- d) Review and update the networks and Project schedules regularly and take / initiate pro-active actions to avoid delays and ensuring timely completion of the Project and also suggest remedial actions to catch up the delayed activities.
- e) Develop Project Information system for highlighting slippage and hold up the Contractor(s) for management, action and control.
- f) Shall be a single point contact for all technical and contractual matters as well as site office coordination.
- g) Carry out the function of accounting, financial record and controls of all the Project related activities including payments schedules and deliverables of Contractor(s).
- h) Review and finalize Quality Control Manual and construction safety manual to be prepared by the Contractor(s).
- i) Coordinate the activities such as site take over, discussion with TICEL BIO PARK LTD and the Contractor(s), review Contractor's work schedule, work plan and implementation schedule as per the contract, review of master list of equipment's and materials, review of master list of personnel, review of the Contractor's insurance policy, making arrangements for items like site office, laboratories etc.
- j) In case of deviations / variations in the Project design / specifications, the Consultant shall compute the saving / excess in the Project costs due to the same, the time attributable to the deviations, review and recommendation of the rate analysis, estimated quantity, etc.
- k) Shall address issues relating to specific site conditions, design modifications; review matters related to supervision of safety and environment management measures by Contractor(s) for the Project.
- l) Shall supervise Quality control, commissioning procedures and assist TICEL BIO

PARK LTD in issuing certificate of satisfactory completion of works / milestones, establishment of quality control lab at site by the Contractor(s). Compile and review all day-to-day quality control data obtained from the construction sites, and verify the accuracy of such data by random checks of the records and by carrying out independent testing as necessary.

m) Performance control with respect to the quality of materials proposed by the Contractor(s) and delivered to the Project site by conducting the required test specified in the specifications periodically as set and approved by TICEL BIO PARK LTD, these will include:

- (i) Quality tests on all construction material like reinforcement steel, aggregate, sand, cement, concrete, wood, PVC, pipes & materials etc. as per requirement and make sure they comply with the Standards & Specifications and accepted method of quality control.
- (ii) Inspection & certification of quality for material /equipment procured by Contractor(s) by inspecting the manufacturer's certificates and test results and ensure compliance with the specifications.

- n) Shall document the Contractor's activities & issue letters/work instructions/notice recommendations as and when required.
- o) Conduct Project site review meetings on weekly basis where TICEL BIO PARK LTD and other officials of the TICEL BIO PARK LTD may also be present.
- p) Submit progress reports to TICEL BIO PARK LTD and in the formats required for various government authorities as necessary.
- q) Shall carryout, in coordination with TICEL BIO PARK LTD, all the activities required for the safe and timely completion of the Project without cost over-runs / minimizing Cost Over-runs; assure quality of work as per applicable standards in all activities related to the Project.
- r) Liaise with TICEL BIO PARK LTD and Contractor(s) to resolve design related problems encountered during the Construction Stage.

Consultant is also expected to perform the following activities

- i. Assist TICEL BIO PARK LTD to address legal issues associated with the

Contract. Any assistance with respect to court cases and contract agreement needs to be provided.

- ii. Analyze and allocate / apportion delays attributable to TICEL BIO PARK LTD, Contractor(s), etc. and suggest remedial as well as penal action. Assist in interpreting and applying the various legal provisions of the contract documents, and in amicably resolving disputes.
- iii. Examine and make recommendations on all claims from the Contractor(s) for time extension, extra compensation, or expenses or other similar matters;

Contractor's bills certificates: To measure the actual work done at site for each line item as per the BoQ and recording of the physical actual measurements in the M-Books (M-Books will be supplied by TICEL BIO PARK LTD) for all the packages including advance and running bills have to be verified and certified for payments, preferably within three working days for advance bills and seven days for detailed bills with measurements. Final bills have to be prepared and certified for payments within 2 months from submission subject to completion of works satisfactorily. To ensure contractors carry out their activities in accordance with the safety plan through the course of the construction of the project.

2.3 Documents to be made available

- Functional requirements
- Available land area statement
- Contact information of all concerned parties if any
- Contractor's tender documents
- Detailed estimate and review of GFC drawings with registers
- All project documents pertaining to quality, bills, test reports, material inward, outward etc., should be made ready and kept updated all times

2.4 Contract Management Framework (CMF)

1. Role as an Engineer: The Consultant shall nominate a representative who shall be designated as Team Leader (TL) and will act as 'Engineer'. The Engineer shall have team of experienced professional and support staff for the performing

Consultancy service under the contract. However, the Consultant's firm shall be responsible for all the actions taken by its team leader and his team.

2. Engineering Decisions: The Consultant will make the necessary measurements and control the quality of works. The Consultant shall make engineering decisions required during the implementation of the Contract. However, the Consultant shall seek prior approval of the client in charge with regard to the following:
 - A.) Any variations/deviations having financial implications.
 - B.) Variation in work quantities and fixation of rates.
 - C.) Sanction of additional items, sums or costs and variations of rates and prices.
 - D.) Change in specification and deviation from approved drawing
 - E.) Approval of subletting of any part of works
 - F.) Approval of time extension to the Contractor
 - G.) Stopping the work at any stage of the Construction phase.

The merely plain communication will not constitute request for approval of the above unless the same is supported with reasons and analysis for consideration of the Engineer in charge.

2.5 Post Construction phase

The activities during the post construction phase expected from the consultant include

- a) Review and finalize all as- built drawings/data.
- b) Submit final report, which will contain all technical and financial information of the project right from conceptualization to completion. The final report should be a complete comprehensive document including as-built drawings, variations, problems faced, actions taken, major events, contract changes, claims or disputes or any other substantive matters having an effect on the cost and progress of the work etc.
- c) Monitoring the performance and closing of outstanding issues.

- d) Addressing all the issues during the defect liability period for all contractors, Post Construction Services After Defect Liability Period.
- e) Attend & rectify all design related issues of the building & systems for which the Architect was originally responsible for design etc, within a reasonable time free of cost for a period of five years after completion of the project.
- f) Validation of facilities after completion of Defects Liability Period (DLP) in order to release the final retention money by the owner to contractor.

2.6 Defect Liability Period

Defect liability Period of One Year from the date of handing over of the entire scope of the specialized work. During defect liability period the consultant shall have to make available only those members out of the proposed team, whose services are requested for the purpose by the employer/ EIC.

3. DELIVERABLES AND TIME FRAME

Proposed deliverables and time frame for the services are provided in the following table.

S.No.	Deliverable	Timeframe (from the date of agreement)
Stage I – Consultancy services – 90 days (3 Months)		
	Milestone-I	90 days
1	Condition assessment, technical survey of existing building. Detailed mapping and documentation of all structural distresses including cracks, spalling, honeycombing, corrosion of reinforcement, water seepage, dampness, differential settlement, and other visible defects in basement (1,2,3) and other areas.	
2	Carry out structural analysis of the existing building based on the original structural drawings, available design data, coordinating with NDT agency and review of NDT results, and actual site conditions to assess the structural adequacy of the basement members.	
3	Identification of the root cause of structural deterioration and preparation of a comprehensive rehabilitation strategy for each structural member and design of suitable strengthening measures.	
4	Preparation of preliminary Estimate, Detailed Estimate, detailed structural strengthening drawings, reinforcement detailing, bar bending schedules, repair methodology drawings, and construction sequencing for execution.	

5	Submission and approval of the repair methodology from Structural Engineering Division of Anna University / IIT Madras.	
6	Submission and approval of detailed Estimates, Rate analysis along with Data's (Present PWD Schedule of rates)	
	Milestone-II	
1	Submission and approval of Tender documents & Drawings along with repair methodology & drawings.	
2	Submission for other statutory applications and requirements, if any.	
	Milestone-III	
1	Assisting client in Pre Bid Meeting and receipt of bids	
2	Evaluation and submission of Bid Evaluation Reports for the project	
3	Assisting the client in issuing LoA	
4	Execution of contract Agreement with the successful bidder	
Stage II – PMC Service- 360 days (12 Months)		
	Milestone-IV	
1	Reviewing, monitoring, progress, quality cost and time control, progressing, documentation	360 days
	Milestone-V	
1	Post execution activities, final documentation including as built drawings and bringing building for beneficial use.	

The consultant shall submit six numbers of hard copies of the final reports and three numbers of hard copies of the other reports. Two soft copies of each reports/ presentation shall also be submitted to TICEL BIO PARK LTD.

4. PAYMENT SCHEDULE:

The proposed payment terms for the PMC services are provided in the following table.

S.No.	Deliverables	% of Payment
Stage I – Technical Guidance and Tender for Execution (3 Months)		
1.	Submission of Preliminary Estimate and application for statutory approvals, if any	10%
2.	Review of NDT Results and Repair methodology for the proposed Strengthening works.	
3.	Submission of Final repair methodology and detailed engineering designs with drawings, Cost estimates, DPR, Preparation of GFC,	15%
4.	Development of tender documents for selection of Contractor	15%
5.	Tender out for the selection of Contractor	
6.	Evaluation of bids of Contractor	
7.	Award of tender to Contractor	
Stage II – PMC Services – (12 Months)		
8.	PMC (Project Management Consultancy services, Project execution, Testing and commissioning) This will be paid on monthly basis proportion to the expenditure on the work. <i>However, if the actual manpower deployment by the consultant are less than the projected manpower schedule, the monthly bill will be reduced accordingly.</i>	50%
9.	Completion of all works	10%

Note:

- Any delay in the project which is solely due to contractor, the payment to the Consultant based on the man month fee for these delay months solely accountable on contractor account.
- The Consultant shall specify the above conditions in the contractor Tender Documents.

SECTION 7**TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION FORMS AND STANDARD FORMS**

- 7A. Technical Proposal Submission Form
- 7B. Format for Power of Attorney for Authorized Signatory
- 7C. Format for submission of information about the Consultants.
- 7D. Format to Demonstrate Technical Eligibility
- 7E. Format for Providing Experience of the Consultant for Technical Evaluation.
- 7F. Format of Completion Certificate for Experience
- 7G. Description of the Approach Methodology and Work Plan for Performing the Assignment with Master schedule for Technical Guidance and Project Management Consultancy Services.
- 7H. Team Composition, Task Assignments and Deployment Schedule with rates
- 7I. Format of Curriculum Vitae for Proposed Professional Staff
- 7J. Financial Proposal Submission Form
- 7K. Draft Contract Agreement for this Assignment to be carried out by Firm
- 7L. Format of Performance Security in the form of Unconditional Bank Guarantee
- 7M. Checklist for Submission

7A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)
LTD)

To: (Name and Address of TICEL BIO PARK

Sir:

Subject: Appointment of Project Management Consultant for Structural Rehabilitation, Strengthening and Associated Repair Works at basement in TICEL BIO PARK PHASE-II, Taramani, Chennai - Submission of Technical proposal.

Being duly authorized to represent and act on behalf of (hereinafter referred to as the "Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____

(Name of Bidder) for the captioned Assignment in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.

We further certify that we have not been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RFP.

We confirm that our Proposal is valid for a period of **90 days** from_(insert Proposal Submission Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

7B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY¹

We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of..... and presently residing at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to the RFP and submission of our bid for the Assignment proposed by the..... (the "TICEL BIO PARK LTD") including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to TICEL BIO PARK LTD, representing us in all matters before TICEL BIO PARK LTD, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with TICEL BIO PARK LTD in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till entering into the Agreement with TICEL BIO PARK LTD.

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

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2023
For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

¹

To be submitted in original.

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

7C. FORMAT FOR SUBMISSION OF INFORMATION ABOUT THE CONSULTANTS

Sl.No.	ITEMS	DETAILS
i)	Name of the Company	
ii)	Legal Status	
iii)	Bidding Status	{Sole Firm}
iv)	(a)Postal address of the Registered Office (b)Telephone no.(s) (c) Fax No.(s) (d) Website, (e)Email	(a) (b) (c) (d) (e)
v)	(a) Name of the authorized representative (b) Designation and postal address (c) Telephone	(a) (b) (c)
vi)	Year of incorporation of the company under the Companies Act	
vii)	Banker's Name and Address	
viii)	Registration Number (under companies Act)	
ix)	Permanent Account Number (PAN) for Income Tax	
x)	GST details	
xi)	Annual turnover for the last three completed financial years	
	Financial Year	Annual Turnover (Rs. in Crore)
	Average Annual Turnover	

Signature, Name & Designation of the Authorized Signatory

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by registrar of companies/firms
- Copy of GST Certificate
- Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (5) financial years (2020-21, 2022-23, 2023-24, 2024-25, 2025-26))
- Auditor's certificate to verify the annual average turnover for the last three financial years in the following format

Certificate from the Auditor

This is to certify that **(NAME OF THE CONSULTANT)** has received the payments shown above against the respective years on account of fees from professional advisory services excluding audit and tax services.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorized Signatory)

7D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Similar work experience in the Last 10 Years as per PQ conditions

Sl. no.	Period (From-To)	Name of the Assignment	Name of the Client	Location, Country	A brief description of the job	Date of Completion of Transaction
Category-1						
1						
2						
3						
4						
Category-2						
1						
2						
3						
4						

Signature of Authorized Representative of the bidder**Note:**

Documents verifying the claim as per technical eligibility including the letter of successful completion from the client shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly.

7E. FORMAT FOR PROVIDING EXPERIENCE OF THE CONSULTANT FOR TECHNICAL EVALUATION

Similar Projects carried out in the last ten (10) Years

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm/entity (Profiles):	
Name of the client:		No. of Staff:	
Address:		No. of Staff-Months; Duration of Assignment:	
Start (Month/Year):	Date	Completion (Month/Year):	Date
		Approx. Value of Services (In Rs.):	
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Note: Completion Certificates shall be submitted along with the reference.

7F. FORMAT OF COMPLETION CERTIFICATE**(Note: Separate sheet shall be submitted for each work claimed for work experience)**

S.No	Description	Particulars
1	Name of the Client	
2	Description of Work	
3	No of Floors	
3	Work Order reference	
4	Period of work done	
5	Value of work.	
6	Work Completion status	

Signature of TENDERER**Signature of Client with
Name, Designation & Company Seal**

7G. Description of the Approach Methodology and Work Plan for Performing the Assignment with Master schedule for Technical Guidance and Project Management Consultancy Services.

7H. TEAM COMPOSITION, TASK ASSIGNMENTS AND DEPLOYMENT SCHEDULE**1. Project Core Team/Key Personnel**

S. No.	Name of the Personnel	Position	Man Months	Monthly Rate	Summary of tasks to be performed in the assignment
1.					
2.					
3.					
4.					
5.					

71. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Photo of the Expert	Name			
	Position			
	Date of Birth			
	Education			
Employment Record	From	To	Company	Position Held
Total Years of Experience				
Years of Experience Relevant to proposed role				
Brief Profile				
Languages known				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Name of assignment: Year: From: To: Location: Client: Main project features: Positions held: Activities performed:				
Certification I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Additionally, I also certify that I shall be available for the entire duration of the contract. Signature of staff member Date:				

7J. DRAFT CONTRACT AGREEMENT FOR THIS ASSIGNMENT TO BE CARRIED OUT BY FIRM

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN:

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this _ day of

..... 2023 by and between TICEL BIO PARK LTD PARK LTD. ('Client') having their office at No.5, CSIR Road, Taramani, Chennai-600113, and M/s., ('Firm') (hereinafter will be referred as Firms) having their Office located at

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 (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] 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.
4. 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.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

6. 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.

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

The (Name of Client) will pay (Name of Consultant), within three weeks 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.]

8. 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. 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;

9. The [Name of Consultants] shall also indemnify and hold harmless the (Name of Client) against any and all direct damages in connection with claims, demands, and/or judgments of any nature arising out of gross negligence 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. 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. The obligation under this paragraph shall survive the termination of this Contract.

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 Award (LoA), an acceptance for LoA shall be sent by Consultants within 3 days and subsequently execute agreement with the Client within 10 days from the date of acceptance of LoA. Failing to do adhere to this, the Client 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 Client with all the key personnel, as a proof of mobilization and commence work within 5 days from the date of signing of Contract Agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client 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 10 days from the date of issue of LoA.

14. The Client 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 reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the Client. 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 Client. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the Client.

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 Client'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 Client 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 with in the public domain which may be acquired during the carrying out of this Contract, shall be, for duration of the contract and 2 years thereafter 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. SETTLEMENT OF DISPUTES

20.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

20.2. Miscellaneous. In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

21. This Contract may be terminated by either Party as per provisions set up below:

21.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause by revoking the Performance Security submitted by the Consultant. In such an occurrence the Client shall give at least thirty (30) calendar days written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty calendar days written notice in case of the event referred to in (e); and at least five (5) calendar days written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

In such above termination, the consultant should handover all the documents, drawings, knowledge sharing, etc. to the new consultant engaged by the Client for the same assignment.

21.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration.
- d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

21.3 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the consultant for Services satisfactorily performed prior to the effective date of termination

21.4 Force Majeure:

Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemic/pandemic or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been

expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

a. No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

b. Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 19.

a. Suspension

The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall

request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

23. 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.

24. The jurisdiction of court will be at Chennai.

25. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant not to benefit from Commissions, Discounts, etc. The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

Consultant and Affiliates Not to engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

26. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity

any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

27. Accounting, Inspection and Auditing: The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

28. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for period as mutually agreed. Failing which the Performance Security shall be forfeited.

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: Consultant's Reporting Obligations
- Annex D: Cost of the assignment with break up
- Annex E: Performance Security

7K. CHECKLIST FOR SUBMISSION

Bidder(s) are requested to organize their Proposals as per the following checklist:

Sl. No.	Description	Tick (Yes/No)	Page No.
1	Technical Proposal Submission (Form 7A)		
2	Power of Attorney for Authorized Signatory (7B)		
3	Information about the Bidders/Consultancy firm (7C)		
(i)	Copy of Company Registration certificate		
(ii)	Copy of audited Balance Sheets along with Profit and Loss Account statements of the firm for the last three financial years and Annual reports		
4	Technical Eligibility of the Firm (7D)		
5	Experience of the consultant for technical evaluation(7E)		
	Documentary evidence for similar projects experience (for two categories)		
(i)			
(ii)			
(iii)	Additional project		
6	Description of the Approach Methodology and Work Plan for Performing the Assignment with Master schedule (maximum 20 pages inclusive of charts and graphs) (7F)		
7	Team Composition, Task Assignments and Deployment Schedule (7G)		
8	CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) (7H)		
9	A copy of Contract Agreement (7I)		