

# **Tamil Nadu Polymer Industries Park Limited**

**(Joint venture of TIDCO & SIPCOT)**

**19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008**

**RE-TENDER REFERENCE NO - 03/2019**

**REQUEST FOR PROPOSAL (RFP) FOR ENGINEERING-  
PROCUREMENT-CONSTRUCTION (EPC) CONTRACTOR FOR  
DEVELOPMENT OF BASIC INFRASTRUCTURE AT  
POLYMER INDUSTRIES PARK IN VOYALUR AND  
PUZHUVIVAKKAM VILLAGES, THIRUVALLUR DISTRICT,  
TAMIL NADU**

Date of Release of Tender	21.11.2019
Pre-bid Meeting	04.12.2019, at 3.30 pm
Last Date for Submission of Bid	23.12.2019, till 3:00 PM
Date of Opening of Bid	23.12.2019, at 3:30 PM
Cost of Bid Document:	Rs.10,000/-

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## **IMPORTANT NOTICE**

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000, the Act and Rules shall prevail.

### **Disclaimer**

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit their financial bid. Tamil Nadu Polymer Industries Park Limited (TPIPL) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit the proposal. The designs, drawings, technical data, cost and any other information provided in this RFP is indicative and neither TPIPL nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender document.

Neither TPIPL nor its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the scope of work.

This RFP is provided for information purpose only and upon the understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the work in relation to which it is being issued.

The information and statements made in this RFP have been made in good faith. Interested parties should rely on their own judgments in participating in the said work. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

TPIPL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document.

TPIPL reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders. No part of this RFP and no part of any subsequent correspondence by TPIPL, its employees, officers or its consultants shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having TPIPL to enter into and approve such agreements.

TPIPL reserves the right to reject all or any of the Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever.

All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. TPIPL may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against TPIPL nor its employees, officers nor its consultants.

## **1 Introduction**

### **1.1 Background**

- 1.1.1 Government of Tamil Nadu has granted Tamilnadu Industrial Development Corporation (TIDCO) and State Industries Promotion Corporation of Tamilnadu Ltd (SIPCOT) as a joint venture for the formation of Special Purpose Vehicle (SPV) in the name of “Tamilnadu Polymer Industries Park Ltd (TPIPL)” for setting up of the Polymer Industries Park under centrally sponsored “Scheme for setting up of Plastic Parks” by Department of Chemicals and Petrochemicals (DC&PC), Government of India. TPIPL has identified land in Voyalur and Puzhuvakkam villages, Thiruvallur District close to Ennore Port which is in possession of TIDCO for the establishment of the park.
- 1.1.2 TPIPL has proposed to develop the park in two phases, phase – 1 consisting of the development of land area admeasuring 180.91 acres and has now decided to undertake the infrastructure development works required for the purpose of the project through an Engineering, Procurement and Construction (the “EPC”) Contract for Phase – I.
- 1.1.3 Accordingly, TPIPL has decided to carry out the bidding process for the selection of an EPC contractor to whom the work may be awarded.
- 1.1.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or TPIPL’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by TPIPL.
- 1.1.5 TPIPL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by TPIPL pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

### **1.2 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued in accordance with clause 2.12.

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## **Invitation for Bids**

Section 1: Introduction

Section 2: Instruction to Bidders

Section 3: Evaluation of Bids

Section 4: Fraud and corrupt practices

Section 5: Miscellaneous

Section 6: Terms of Reference and Technical Specification

## **Appendices**

Appendix I – Supporting documents for Technical Bid

- Form 1 – Checklist to Accompany the Tender
- Form 1A- Details of Bidder
- Form 2 – Letter accompanying the technical bid
- Form 3 – Format for Power of Attorney for signing of Bid
- Form 4 – Format for Power of Attorney for Lead Member of Joint Venture
- Form 5 – Financial Capacity
- Form 6 – Details of Similar Works Executed
- Form 7 – Details of Works under Implementation
- Form 8 – List of Machinery and Equipment
- Form 9 – Details to Manpower to be deployed for executing the works
- Form 10- Format of the Joint Venture Agreement

Appendix II

- Letter Accompanying the Financial Bid

### **1.3 Schedule of the bidding process**

TPIPL shall attempt to adhere to the following bid schedule:

<b>Activity</b>	<b>Duration*</b>
Downloading of RFP	From 21.11.2019 (During Office Hours)
Pre-Bid meeting	04.12.2019, at 3.30 pm
Receipt of queries	During the Pre-Bid meeting
Response to the queries	Within three days of Pre-Bid meeting
Submission date Bid (Bid Due Date)	23.12.2019, till 03:00 PM
Date of opening of Bid	23.12.2019, 03:30 PM
Evaluation of Bids	Dates will be informed later
Issue of LoA	
Execution of the EPC Agreement	

\*In case, any of the above dates are revised, it shall be informed to bidders through notification/addendum in the website <http://www.tidco.com/> / <http://www.tnpolymerpark.com/>. If any of the above dates falls on holiday, the next working day will be taken for consideration.

## TAMIL NADU POLYMER INDUSTRIES PARK LIMITED

### NOTICE INVITING RE-TENDER

<http://www.tidco.com>, <http://www.tnpolymerpark.com>, <http://www.tenders.tn.gov.in>

*Re-Tender No: 03/2019*

Sealed Tenders (wax sealed) are invited in “**Two Cover System**” (Cover 1 should contain two sub covers namely A & B. Sub cover – A should contain the EMD & Sub cover – B should contain the Technical Bid and Cover -2 should contain the Financial bid) by Tamil Nadu Polymer Industries Park Limited (TPIPL), Chennai from interested bidders for “**Engineering-Procurement-Construction (EPC) Contractor for Development of basic infrastructure at Polymer Industries Park in Voyalur and Puzhuvakkam Villages, Thiruvallur District**”.

- 1 Time for Completion : **9 months**
- 2 Issue/Downloading of tender from Tamilnadu Tenders website: : **From 21.11.2019 (During Office Hours)**
- 3 Last date and time for submission of tender : 23.12.2019, till 3:00 PM
- 4 Earnest Money Deposit : **Rs. 60,00,000/- (Rupees Sixty Lakhs only)** by way of Demand Draft (DD) / Bank Guarantee in favour of “Tamil Nadu Polymer Industries Park Limited” payable at Chennai.
- 5 Validity of tender : 180 days from the date fixed for receiving the tender

#### **Minimum Qualifying Criteria:-**

The Firm/Company/Joint Venture, preferably a Listed company with around 10 years of experience in the business in the EPC/Lumpsum Contract business as the case may be (hereinafter referred to as the “Bidder“), shall fulfill following Minimum Qualifying Criteria:

##### 1) Technical Eligibility:

The Bidder should have, undertaken and successfully completed the Eligible Assignments (specified in the RFP) during the last 10 (ten) years ending on the last day of the month immediately preceding the month in which applications are invited. In case of a Joint Venture combined experience in the **Eligible Assignments** shall be considered in the manner and to the extent as provided in the RFP.



In case of a Joint Venture, the Lead Member shall satisfy the Technical Capacity, either individually or as a Joint venture, such that the lead member/ JV should have undertaken and successfully completed the Eligible Assignments as stated below during the past 10 (Ten) years ending on the last date of the month immediately preceding the month in which applications are invited.

2) Financial Eligibility:

The Bidder shall have an average annual turnover of Rs. 120 Crores (Rupees One hundred and Twenty Crores) in the last three consecutive financial years (2016-17, 2017-18 & 2018-19 or 2015-16, 2016-17 & 2017-18). In the case of a Joint Venture, the lead member should meet 50% of the average annual Turnover and the other member should fulfill at least 20% of the minimum turnover such that the average turnover shall be at least Rs 120 crores.

### **Eligible Assignments**

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “**Eligible Assignments**” - Development of land and Laying of internal roads in SEZ/Industrial Parks/Industrial Estates/Logistics Park, Development of Other Infrastructure projects like Ports, Roads, Railways, Airports, Real Estate, Power Plants undertaken and successfully completed during last 10 (Ten) years ending on the last date of the month immediately preceding the month in which bids are invited. The bidder shall demonstrate experience in either of the below categories as per the CVC guidelines.

- a. Three similar works having a Project Cost not less than Rs. 24.00 crores each or,
- b. Two similar works having a Project Cost not less than Rs. 30.00 crores each or,
- c. One similar work having a Project Cost not less than– Rs. 48.00 crores

### **TPIPL Bid Documents Cost/Fees:**

The Bid Documents can be downloaded from <http://www.tenders.tn.gov.in/> or through <http://www.tidco.com> / <http://www.tnpolymerpark.com> from “Tenders” at free of cost. For the downloaded tender document, the bidder need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure - IV).

The Bid Documents may also be purchased at the office of Tamilnadu Polymer Industries Park Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008 on payment of Rs. 10,000/- (non-refundable) through the Demand Draft in favour of “Tamil Nadu Polymer Industries Park Limited” payable at Chennai.

**Note:**

- a) Tender documents are to be downloaded from [www.tidco.com](http://www.tidco.com), [www.tnpolymerpark.com](http://www.tnpolymerpark.com) and <http://www.tenders.tn.gov.in> by the Bidder. The Bidder is responsible to download all the Addendums/ Amendments / Errata/ Replies to the queries of the Bidder, etc., if any, issued by TPIPL, from above web site before submission of the tender. Any shortfall in the submission of the said Addendums/ Amendments / Errata/ Replies to the queries of the Bidder, etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in the technical bid shall be rejected outright.
- b) The Bidder should go through the RFP documents, tendering process and refer the procedure stipulated for bidding.
- c) The tenders shall be submitted in **Two cover system** i.e. Technical Bid and Financial bid” (Cover 1 should contain two sub covers A & B. Sub cover – A should contain the EMD & Sub cover – B should contain the Technical Bid and Cover -2 should contain the Financial bid) strictly in accordance with the instructions to the Bidder and terms and conditions given in the RFP documents. The Bidder should submit bound hard copy of Technical bid including blank RFP document (without indication of quoted cost) and the Financial bid as per the format at the Appendix-II, duly signed and affixed with the company’s seal on each page in **TWO SEPARATE wax sealed covers** respectively, before opening of the tender, to **The Managing Director Tamil Nadu Polymer Industries Park Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008.**

S No	Covers	Sub Covers	Contents
1	Cover – 1	Sub Cover – A	1. EMD
		Sub Cover – B	Technical Bid
2	Cover – 2		Financial Bid

- d) If the submitted hard copy of the Technical bid shows any indication of quoted price directly or indirectly, the bid shall be rejected outright.
- e) The completed tender shall be submitted in physical form till 03:00 PM on 23.12.2019. The Technical bid shall be opened on the same day at 03:30 PM.

The Managing Director  
(TPIPL)

## 2 Instructions to Bidders

### 2.1 General Terms of Bidding

- 2.1.1 The Bidders are invited to participate in the Two Cover System Bidding Process for the **“Engineering-Procurement-Construction (EPC) Contract for Development of basic infrastructure at Polymer Industries Park in Voyalur and Puzhuvakkam Villages, Thiruvallur District”** with their technical and financial Bids/offers (the “Bid”) in accordance with the terms specified in the Bidding Documents. The Bids shall be valid for a period of not less than 180 days from the Bid Due Date specified in Clause 1.3 hereinabove.
- 2.1.2 Bids will be invited from the interested Bidders and whoever quotes the least overall cost (the **“Bid Price”**) will be considered as the Successful Bidder, provided the Successful Bidder meeting the eligibility criteria.
- 2.1.3 The total time allowed for completion of construction and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project (the **“Defect Liability Period”**) under the Agreement shall be as specified in the Conditions of Contract.
- 2.1.4 Upon selection of the Successful Bidder TPIPL will issue the Letter of Award (**“LoA”**) and the Successful Bidder will have to execute an EPC contract agreement with TPIPL.
- 2.1.5 The Bids will be received by TPIPL up to **03:00 PM on 23.12.2019**. Tenders received up to 03:00 PM on 23.12.2019 only will be considered and opened on the same day at **03:30 PM** at the office of TPIPL, 19-A, Rukmani Lakshmi Pathy Road, Egmore, Chennai - 600 008. TPIPL may at their discretion extend the date for receiving tender. Tenders received after the aforesaid time and date or the extended time and date, if any, will not be considered and will be returned unopened to the Tenderer.
- 2.1.6 Detailed description of the objectives, Scope of Work, deliverables and other requirements are specified in this RFP. In case an applicant firm/company possesses the requisite experience and capabilities required for undertaking the required works it may participate in the Selection Process either individually (**the “Sole Firm/Company”**) or as lead member of a Joint Venture of firms/companies (**the “Lead Member”**) in response to this invitation. The term applicant (**the “Bidder”**) means the Sole Firm/Company or the Lead Member, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. An International Bidder bidding individually or as a member of a Joint Venture shall ensure that the Power of Attorney is apostilled by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.7 Bidders are advised that the selection shall be on the basis of an evaluation by TPIPL through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the

Selection Process will be given and that TPIPL's decisions are without any right of appeal whatsoever.

- 2.1.8 The Bidder shall submit the Bid in the form and manner specified in this section of the RFP. The Technical Bid shall be submitted in the form in Appendix I and the Financial Bid shall be submitted in the form in Appendix II. Upon selection, the Bidder shall be required to enter into an agreement with TPIPL.
- 2.1.9 The Bid shall be furnished in the formats exactly as defined in Appendix I &II, and signed by the Bidder's authorized signatory.
- 2.1.10 No Bid shall be considered which is not accompanied by an Earnest Money Deposit (EMD) i.e. Rs. 60,00,000/- (Rupees Sixty Lakhs only) by way of Demand Draft (DD) / Bank Guarantee in favor of Tamilnadu Polymer Industries Park Limited, payable at Chennai. In the event of the Bidder withdrawing his Bid before the expiry of 180 days from the last date of submission of the Bid, the Bid shall be cancelled and the amount payable by an EMD shall become forthwith payable to TPIPL and decision of TPIPL shall be final in that behalf. The EMD of unsuccessful Bidder will be discharged /returned without any interest as promptly as possible, but not later than 60 days after the expiration of period of bid validity prescribed by TPIPL. The EMD in respect of Successful Bidder may be forfeited, if the successful bidder fails to enter into a contract or furnish the necessary Performance Security within 15 days from the date of LoA. The EMD of the Successful Bidder will be released after furnishing of the necessary Performance Security. In case of Bank Guarantee, the Bank Guarantee shall be valid for a period of twelve months.
- 2.1.11 The Bidder is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, laws and bylaws of Govt. of Tamilnadu or Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Bid and entering into the contract.
- 2.1.12 The Bidders shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Bid.
- 2.1.13 The Bidder and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Bidder will be liable to indemnify TPIPL against any loss or damage to the property of TPIPL or neighboring property which may be caused due to any act of the Bidder or his servants and agents.

- 2.1.14 Bidder shall bear all costs for preparation and submission of his Bid. TPIPL will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of Bid. A prospective Bidder requiring any clarifications on the RFP documents may request online to The Managing Director, Tamilnadu Polymer Industries Park Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008, email id - [tnpolymerpark@gmail.com](mailto:tnpolymerpark@gmail.com).
- 2.1.15 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.16 The Bids, and all correspondence and documents related to the Bids shall be written in the English language.
- 2.1.17 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The document including this RFP and all attached documents, provided by TPIPL are and shall remain or becomes the property of TPIPL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.
- 2.1.18 A Bidder shall be liable for disqualification and forfeiture of EMD, if any legal, financial or technical adviser of TPIPL in relation to the work is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such work during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LoA or execution of the Agreement for matters related or incidental to the work, then notwithstanding anything to the contrary contained herein or in the LoA or the Agreement and without Prejudice to any other right or remedy, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which TPIPL may have there under or otherwise, the LoA or the Agreement, as the case may be, shall be liable to be terminated without TPIPL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.
- 2.1.19 Any award of work pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the eligibility criterion as mentioned in Clause 2.2.
- 2.1.20 The RFP is not transferable.
- 2.1.21 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of

Application, would not be eligible to submit the Bid, either individually or as member of a Joint Venture. The Bidder shall provide an undertaking to that effect.

- 2.1.21.1 A Bidder must furnish the details in the format as provided in Form 1A of Appendix I of this RFP.
  - 2.1.21.2 A Bidder including any Member in case the Bidder is a Joint Venture should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.
  - 2.1.21.3 The Bidder including any Member of a Joint Venture should provide details of all their on-going projects along with stage of litigation, if so, against TPIPL/ Government.
  - 2.1.21.4 The Bidder including any Member of the Joint Venture should also provide details of on-going process of blacklisting if so, under any contract with TPIPL/ Government.
  - 2.1.21.5 TPIPL reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clause 2.8.2. The decision of TPIPL in this case shall be final.
- 2.1.22 The Bidder shall submit schedules providing overall approach towards the work execution including information such as construction details/sequencing, employees intended to be deployed in the work and the equipments intended to be utilized for the said work. The aforesaid schedules shall contain information and the overall information shall not exceed 15 pages.
- 2.1.23 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
- (a) Number of members in a Joint Venture shall not exceed 3 (three);
  - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
  - (c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 50% requirement of Financial Capacity required as per Clause 2.2.4. The nominated Lead member shall remain unchanged during the entire period of work execution including the Defects Liability Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form \_4 of Appendix-I, signed by all the other Members of the Joint Venture. Each of

the other Member(s) shall meet at least 30% of the required Technical Capacity and 20% of the required Financial Capacity as per Clause 2.2.1 and 2.2.4 respectively;

- (d) The shareholding commitments of all the members of the Joint Venture shall be such that the Lead Member and the second member should hold at least 51% and 26% respectively and the third member may hold the remaining of the paid-up and subscribed equity of the Joint Venture Company.
- (e) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (f) The prescribed equity stake, roles and responsibilities of the nominated Lead Member shall remain unchanged during the entire course of work execution including the Defects Liability Period.
- (g) An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;
- (h) Members of the Joint Venture shall have entered into a binding Joint Venture Agreement, substantially in the form specified at Form 10 of Appendix I (the “Joint Venture Agreement”), for the purpose of making the Bid and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - i) Convey the intent to form a Joint Venture Company under the Companies Act, 2013 with shareholding/ownership equity commitment(s) in accordance with Clause 2.1.23 (d), which would enter into the EPC Agreement and subsequently carry out all the responsibilities as the “Contractor” in terms of the EPC Agreement, in case the work is awarded to the Joint Venture;
  - ii) Convey the commitment(s) of the Lead Member in accordance with this RFP, in case this contract is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
  - iii) Commit the approximate share of work to be undertaken by each member;

- iv) Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the EPC Contractor in relation to the work until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the EPC Contract; and
- v) Except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement.

2.1.24 While bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) If at any subsequent stage after the Bid Due Date, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member; then the Eligibility of such Bidder shall be subject to approval of TPIPL from national security and public interest perspective. The decision of TPIPL in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, TPIPL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

2.1.25 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.26 Notwithstanding anything to the contrary contained in this RFP, the detailed terms that would be specified in the draft agreement, which would be provided after the selection of Successful Bidder, shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.



## **2.2 Eligibility & Qualification Requirement of Bidder**

To be eligible for award of contract the Bidders shall provide evidence, satisfactory to TPIPL of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfillment of the Technical Eligibility and the Financial Eligibility as stipulated hereinafter.

### **2.2.1 Technical Eligibility**

- The Bidder should have, undertaken and successfully completed the Eligible Assignments as per Clause 2.3 during the past 10 (Ten) years ending on the last date of the month immediately preceding the month in which applications are invited.
- In case of a Joint Venture, the Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed the Eligible Assignments as per Clause 2.3 of the RFP. The other members of the Joint Venture shall meet at least 30% of Technical requirement of the Eligible Assignments as per Clause 2.3.1 (a, b and c) of the RFP during the past 10 (Ten) years ending on the last date of the month immediately preceding the month in which applications are invited.
- The Bidder shall be in active business for the last 5 (Five) years and shall submit relevant documentary evidence for the same as specified in clause 2.4 (VII).

2.2.2 The Bidder shall submit the information pertaining to its Technical Eligibility in the forms as provided in Appendix I. The Bidder claiming the relevant experience should submit the copies of the project experiences duly attested by the Statutory Auditor Certificates, certifying 100% payment received /completion certificates issued by client. In case of ongoing works, the bidder may submit the Letter of Award/Engagement Letter/ Work order.

2.2.3 Technical Capacity shall be evaluated based on the information and the supporting documents provided with the Bid. No separate communication / clarification will be sought by TPIPL from the Bidder for the sake of evaluation. For the sake of clarity, Bids accompanying without the attested documentary proofs as stated hereinabove will be rejected.

### **2.2.4 Financial Eligibility**

The Bidder shall have an average annual Turnover of Rs. 120 Crores (Rupees One Hundred and Twenty Crores) in the last three consecutive financial years (2016-17, 2017-18 & 2018-19 or 2015-16, 2016-17 & 2017-18). In case of a Joint Venture, the lead member should meet 50% of the minimum Turnover and the other member should

fulfill at least 20% of the minimum turnover such that the average turnover shall be at least Rs 120 crores.

- 2.2.5 The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Form 5 of Appendix - I) duly certified by a Statutory Auditor.
- 2.2.6 The Bidder shall provide audited financial reports for the last five financial years.
- 2.2.7 Bids accompanying without the certificate of Statutory Auditor and the audited financial reports for the last five years shall not be considered for evaluation. TPIPL will not issue any communication or seek clarification and will be evaluating the Bid with the available information.

### **2.3 Eligible Assignments**

- 2.3.1 For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “**Eligible Assignments**” - Development of land and laying of internal in SEZ/Industrial Parks/Industrial Estates/Logistics Park, Development of Other Infrastructure projects like Ports, Roads, Railways, Airports, Real Estate, Power Plants undertaken and successfully completed during last 10 (Ten) years ending on the last date of the month immediately preceding the month in which bids are invited. The bidder shall demonstrate experience in either of the below categories as per the CVC guidelines.
- a. Three similar works having a Project Cost not less than Rs. 24.00 crores each or,
  - b. Two similar works having a Project Cost not less than Rs. 30.00 crores each or,
  - c. One similar work having a Project Cost not less than– Rs. 48.00 crores
- 2.3.2 For a project to qualify as Eligible Assignment under the aforesaid categories, the Applicant should have paid for execution of its construction works or received payments from its clients for construction works executed, fully or partially, during the 10 (ten) financial years immediately preceding the last date of the month immediately preceding the month in which the applications are invited and only payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall be considered for the purpose of evaluating the Bid. However, the total payments/receipts of less than Rs.120 crores (Rupees One hundred and Twenty crores) only shall not be reckoned as payments/receipts for Eligible Assignments. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 2.3.3 The Bidder shall quote experience in respect of a particular Eligible Assignment under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project.

Double counting for a particular Eligible Assignment shall not be permitted in any form.

2.3.4 Experience for any activity relating to an Eligible Assignment shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

## 2.4 Technical Bid Prerequisites

Following documents / certificates shall be submitted along with the Technical Bid, without which the Technical Eligibility as well as Financial Eligibility will not be evaluated.

- I. Covering Letter in the format prescribed in Form 2 of Appendix I.
- II. EMD amount indicated in Clause 2.1.10 payable by way of Demand Draft / Bank Guarantee valid for a period of 12 months in favour of “**Tamil Nadu Polymer Industries Park Limited**” payable at Chennai.
- III. Copy of Certificate of Incorporation along with Memorandum of Articles of Association in case Bidder is Company or copy of registered partnership deed in case the Bidder is a partnership firm.
- IV. In case of a Joint Venture the aforesaid documents for each member of the Joint Venture shall be submitted.
- V. Copy of GST Registration certificate
- VI. Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies
- VII. Undertaking on Litigation History, Non Performance of works, Blacklisting /Debaring from Government of Tamilnadu or by any other state government /corporations/ department of Government of India.
- VIII. Proof of Liquid Assets in the form of Solvency Certificate not more than 12 months preceding the Bid Due Date for a value of Rs. 50 crores from concerned authority.
- IX. Details of adequate credit arrangement for proper financial management of the work.
- X. Power of Attorney authorizing the signatory to execute the Bid Documents including submission of the Bid in the format as given in Form 3 of Appendix I.

- XI. In case of Joint Venture, a Power of Attorney from the members of the Joint Venture in favour of the Lead Member authorizing the Lead Member to submit the Bid on their behalf in the format as provided in Form 4 of Appendix I.
- XII. Audited Annual Accounts of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years preceding the year in which the Bid is submitted. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts for 5 (five) years preceding the year for which the Audited Annual Accounts are not being provided.
- XIII. Details of the Turnover of the Bidder (of each of the member in case of a Joint Venture) during the last five financial years in the format as provided in Form 5 of Appendix I.
- XIV. Details of experience and past performance of the Bidder in respect of Eligible Assignments within the past 10(ten) years in the manner as provided in Form 6 of Appendix I and details of current works in hand and immediate work in the manner as provided in Form7 of Appendix I.
- XV. Details of major construction and equipments available with the contractor shall be submitted in the format prescribed in Form 8 of Appendix I.
- XVI. Details of qualification and experience of the key personnel's available with their organization shall be submitted in the format prescribed in Form 9 of Appendix I.
- XVII. In case of Joint Venture, Joint Venture Agreement on a Rs.100 Stamp Paper with jointly and severally liability clause along with clear responsibilities of the members in the format as provided in Form 10 of Appendix I.

## **2.5 Change in ownership**

- 2.5.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Joint Venture who's Technical Capacity and/ or Financial Capacity was taken into consideration during the Technical evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform TPIPL forthwith along with all relevant particulars about the same and TPIPL may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder duly forfeiting the EMD. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without TPIPL being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, TPIPL shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to TPIPL under the Bidding Documents and/or the Agreement or otherwise.

## **2.6 Cost of Bidding**

- 2.6.1 The overall master plan and the typical cross sections are arrived by TPIPL/ consultant of TPIPL based on the feasibility studies conducted, and does not own any liability in this aspect, it is the entire responsibility of the Bidder to verify the scheme and design for the requirement based on the input and output quality parameters given in the tender document. It is therefore, responsibility of the Bidder to visit the site and assess the resources, in order to be more practical and competitive.
- 2.6.2 Not limiting to the Scope of Work and the Technical Specifications defined in this document, the Bidder has to ensure that he considers all the items that are required for the execution of the work to ensure the desired results within the quoted price.
- 2.6.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. TPIPL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.7 Site visit and verification of information**

- 2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 2.7.2 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents;
  - b) received all relevant information requested from TPIPL;
  - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of TPIPL relating to any of the matters referred to in Clause 2.8.1. No claim shall be admissible at any stage on this account.
  - d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 hereinabove necessary and required for submitting the Bid, execution of the work in accordance with the Bidding Documents and performance of all of its obligations there under;
  - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in Clauses 2.7.1 and 2.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from TPIPL, or a ground for termination of the Agreement by the Bidder;
  - f) Acknowledged that it does not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified and liable for forfeiture of the EMD or the Performance Security, as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.7.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
- iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3 TPIPL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to

RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by TPIPL.

## **2.8 Verification and Disqualification**

2.8.1 TPIPL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by TPIPL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by TPIPL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TPIPL there under.

2.8.2 TPIPL reserves the right to reject any Bid and appropriate the Bid Security if:

- a) At any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not provide, within the time specified by TPIPL, the supplemental information sought by TPIPL for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the Joint Venture and each Member of the Joint Venture will be disqualified/ rejected/ blacklisted. If such disqualification / rejection/ blacklisted occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected/ blacklisted, then TPIPL reserves the right to invite the second lowest bidder for negotiations. In the event second lowest bidder is unwilling to take up the work at the negotiated price, TPIPL reserves the right to annul the Bidding Process and invite fresh Bids.

2.8.3 In case it is found during the evaluation or at any time before signing of the Agreement or during execution, subsistence thereof, the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LoA or entering into of the Agreement, and if the Selected Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by TPIPL to the Selected Bidder or the Contractor, as the case may be, without TPIPL being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, TPIPL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to TPIPL under the Bidding Documents and/ or the Agreement, or otherwise.

## **2.9 Bid Price**

- 2.9.1 The lump sum price quoted by the Bidder being the Financial Bid shall include all the costs towards designing, construction, supply & erection of electrical, mechanical and miscellaneous items executing and completing all the works as per defined Scope of Work (Section 6), including remedying any defects therein up to the end of the **defects and liability period of 24 months**.
- 2.9.2 The Bidder shall quote the Lump sum costs in the letter in Appendix II – Financial Bid.
- 2.9.3 The lump sum offer shall provide for all superintendence, labour, material, plant, equipment and all other things required for work including all duties, royalties, seigniorage fees and such other charges except for the exemptions provided for in the contract. However GST will be refunded on production of the receipts.
- 2.9.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, for goods and services. A Bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- 2.9.5 For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only and payments shall be made in Indian currency only.

## **2.10 Clarification**

- 2.10.1 Bidders requiring any clarification on the RFP may notify TPIPL through e-mail in accordance with Clause 2.1.14. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. TPIPL shall endeavor to respond to the queries within the period specified therein. TPIPL will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.10.2 TPIPL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, TPIPL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring TPIPL to respond to any question or to provide any clarification.
- 2.10.3 TPIPL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by TPIPL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by TPIPL or its employees or representatives shall not in any way or manner be binding on TPIPL.



## **2.11 Pre-bid Meeting**

- 2.11.1 Pre-bid meeting shall be convened at the designated date, time and place specified in Clause 1.3.
- 2.11.2 During the course of Pre-Bid meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of TPIPL.
- 2.11.3 TPIPL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 2.11.4 The Bidder is requested to submit any question online on Email id: [tnpolymerpark@gmail.com](mailto:tnpolymerpark@gmail.com) to The Managing Director, Tamilnadu Polymer Industries Park Limited, 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008 before the Pre – Tender meeting. Any queries received after pre-tender meeting will not be accepted.
- 2.11.5 Minutes of the meeting including copies of the questions raised and responses given will be furnished expeditiously on [www.tidco.com](http://www.tidco.com) / [www.tnpolymerpark.com](http://www.tnpolymerpark.com). Any modification of the RFP documents, which may become necessary as a result of the pre-bid meeting, shall be made by TPIPL exclusively through the issuance of an addendum and not through the minutes of the pre-bid meeting and shall be hosted on [www.tidco.com](http://www.tidco.com) / [www.tnpolymerpark.com](http://www.tnpolymerpark.com). The responsibility of downloading from [www.tidco.com](http://www.tidco.com) / [www.tnpolymerpark.com](http://www.tnpolymerpark.com) fully lies with the Bidder.

## **2.12 Amendment of RFP**

- 2.12.1 At any time prior to the Bid Due Date, TPIPL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.12.2 Any Addendum issued hereunder will be in writing and shall be uploaded to the website.
- 2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, TPIPL may, in its sole discretion, extend the Bid Due Date.

## **2.13 Preparation and Submission of Bid**

### **2.13.1 Format and signing of Bid**

The Bidder shall provide all the information sought under this RFP. TPIPL will evaluate only those Bids that are received in the required formats and complete in all respects. The completed Bids shall be submitted by 03:00 PM on 23.12.2019 at TPIPL Office, 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008 in two cover system as follows:

- a) (Cover 1 should contain two sub covers A & B. Sub cover – A should contain the EMD & Sub cover – B should contain the Technical Bid and Cover -2 should contain the Financial bid) along with the documents/information as provided in Clause 2.4 and Appendix I
- b) Cover – 2 consists of Financial Bid in the format as specified in Appendix II.

2.13.2 Bidders are particularly advised to fill in the details asked for, strictly in the prescribed forms.

2.13.3 Bidders are liable to be rejected if relevant details are not furnished as per enclosed formats and also which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his Bid any additional information that in his opinion will highlight his capability to perform.

2.13.4 The Bidder should note the following procedure carefully:-

- a. The Bidder should quote his basic cost offer only in Financial Bid.
- b. Bidder should not indicate his cost offer anywhere directly or indirectly in Technical Bid.
- c. The Bidder should quote for the work as per Technical scheme and design and Scope of Work as specified in RFP documents.
- d. The Bidders should ensure that RFP documents are downloaded online at [www.tidco.com](http://www.tidco.com) / [www.tnpolymerpark.com](http://www.tnpolymerpark.com) before the expiry of the specified time limit.
- e. No delay on account of any cause will be entertained for the late receipt of Bid.

## 2.14 Contact Details

Contact Person	Mr. K Vivekanandan,
Designation	General Manager
Phone No	Off:- 044-28554479 – 28554480 Dir:- 044 – 28592938
Email Id	<a href="mailto:tnpolymerpark@gmail.com">tnpolymerpark@gmail.com</a>
Address in Details	Tamilnadu Polymer Industries Park Limited, 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008.

## **2.15 Bid Due Date**

- 2.15.1 Bid and Enclosures of Bid should be submitted on or before the Bid Due Date as mentioned in Clause 1.3 at the address provided in Clause 2.13.2 in the manner and form as detailed in this RFP.
- 2.15.2 TPIPL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12.

## **2.16 Late Bids**

- 2.16.1 Bid received physically by TPIPL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.17 Contents of the Financial Bid**

- 2.17.1 The Bid shall be furnished in the format at Appendix II (where a lump-sum fee in Indian Rupees will be quoted by the Bidder) for the design, supply, construct, test, erect and commission in accordance with this RFP and the provisions of the Agreement.
- 2.17.2 Generally, the work will be awarded to the qualified Bidder who quotes the lowest Bid price.
- 2.17.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

## **2.18 Modification/ substitution/ withdrawal of Bids**

- 2.18.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.
- 2.18.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by TPIPL, shall be disregarded.

## **2.19 Rejection of Bids**

- 2.19.1 Notwithstanding anything contained in this RFP, TPIPL reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that TPIPL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.19.2 TPIPL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.20 Validity of Bids**

- 2.20.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and TPIPL.

## **2.21 Confidentiality**

2.21.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TPIPL in relation to or matters arising out of, or concerning the Bidding Process. TPIPL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

## **2.22 Correspondence with the Bidder**

2.22.1 Except as provided in the RFP, TPIPL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.23 Earnest Money Deposit (EMD)**

2.23.1 The Bidder shall furnish as part of its Bid, an EMD referred to in Clause 2.1.10 hereinabove by way of Demand Draft (DD)/ Bank Guarantee (valid for a period of 12 months) in the name of Tamilnadu Polymer Industries Park Limited” payable at Chennai.

2.23.2 Any Bid without the EMD shall be summarily rejected by TPIPL as non-responsive.

2.23.3 TPIPL shall return the EMD once the contract agreement is signed between TPIPL and successful bidder along with the Performance Security, in accordance with the provisions of the Agreement.

2.23.4 TPIPL shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 2.23.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that TPIPL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.

2.23.5 The EMD shall be forfeited and appropriated by TPIPL as damages payable to TPIPL for, inter-alia, time cost and effort of TPIPL without prejudice to any other right or remedy that may be available to TPIPL under the bidding documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid as defined in clause 3.2 of this RFP;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and TPIPL;
- d) In the case of Selected Bidder, if it fails within the specified time limit -
  - i. to sign and return the duplicate copy of LoA;
  - ii. to sign the Agreement; or
  - iii. to furnish the Performance Security within the period prescribed therefore in the Agreement; or

- e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **2.24 Performance security**

- 2.24.1 At the time of signing of Contract Agreement, the successful bidder shall furnish to TPIPL a Performance Security in the form of a Bank guarantee valid for a period of 24 months issued by a nationalized bank, or a Scheduled Bank in India in favour of TPIPL. The performance security shall be a sum equivalent to 5 % of the price quoted by the bidder for carrying out the works as defined in this RFP.

Performance security will be returned to the contractor after the successful completion of the work and on obtaining the completion certificate.

## **3 Evaluation of Bids**

### **3.1.1 Technical Bid**

- a. Technical Bid of all the Bidders will be opened by the representatives of Tamilnadu Polymer Industries Park Limited (TPIPL) at TPIPL office, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008 on 23.12.2019 at 03:30 PM.
- b. The Bidder's name, contents of the covering letter, the availability of requisite EMD and such other details as TPIPL at their discretion, may consider appropriate, will be announced at the time of Tender Opening for which Bidder's authorized representative can be present.
- c. Evaluation of Technical Bids shall be considered only as a Pre-qualification and responsiveness test. The Evaluation of the Technical and Financial Capacity shall be carried out for the Bidders who completely fulfill the eligibility requirements specified in Clause 2.2 and clause 2.4. Bidder failing to meet any of the requirement specified in Clauses 2.2 or 2.4 shall be treated non responsive and will be rejected for further evaluation of Financial Bid.
- d. Conditional Bids will be rejected outright considering them as non-responsive offers and the Bids will be liable to be rejected outright if it is found that;
  - i. The Bidder proposes any alternation in the work specified in the Bid or in time allowed for completing the works or indicate any other unacceptable condition.
  - ii. Disclosure/indication of the price in the Technical Bid shall render the Bid disqualified and rejected.

- e. Before the evaluation of the Technical Bid TPIPL will determine whether or not the Bid is responsive to the requirements of the RFP documents in accordance with the provisions of Clause 3.2.
- f. Bids determined to be responsive will be checked by TPIPL for any arithmetical errors in computation and summation and where there is discrepancy between amounts in figures and words, the amount in words will govern.

### 3.1.2 **Financial Bid**

- a. The Financial Bid shall be opened on a date to be fixed later and intimated to all the responsive and eligible Bidders to enable them to be present at the opening, if they so wish and the Financial Bid will be opened in the Tamilnadu Polymer Industries Park Limited (TPIPL), 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008.
- b. The Bidders, whose bid is adjudged, qualified as per the information provided in the Technical Bid including its responsiveness shall be shortlisted and invited for the opening of the Financial Bid by TPIPL. A separate communication will be sent by TPIPL, intimating the Financial Bid opening to all qualified bidders.
- c. The Bidder is required to furnish the details completely as per Appendix II (Financial Bid). The financial bid evaluation will be carried out by TPIPL in order to select the bidder quoting the lowest cost

3.1.3 To assist in the examination, evaluation and comparison of Bids, TPIPL may ask Bidders, individually for clarifications of their Bids. The request for clarification and the response shall be in email, but no change in price or substance of the Bid shall be sought, offered or permitted nor the Bidder be permitted to withdraw his Bid before the expiry of the Bid validation period.

3.1.4 All costs, charges and expenses including stamp duty in connection with the Agreement as well as preparations and completion of Agreement shall be borne by the Bidders.

3.1.5 The Successful Bidder shall, in accordance with the requirement of TPIPL, afford all reasonable opportunities for carrying out their work to any other contractors employed by TPIPL and their workmen and to the workmen of TPIPL and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any contract which TPIPL may enter into in connection with or ancillary to the works.

3.1.6 In case Bidder needs clear copy of drawing (Schematic master plan), same shall be made available at the office of TPIPL at Tamilnadu Polymer Industries Park Limited (TPIPL), 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008 and can be collected in person. However, the Bidder has to visit the site, understand the nature of

work, lead factor etc before bidding. No claim in this regard shall be entertained by TPIPL.

### **3.2 Test of responsiveness**

- 3.2.1 Prior to evaluation of Bids, TPIPL shall determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
- a) The Bid is signed, sealed and marked as stipulated in clause 2.13.1;
  - b) The Bid is accompanied by the EMD as specified in Clause 2.1.10;
  - c) all the required document as per Clause 2.4 have been submitted and are in the formats as specified in Appendix I and II provided in this RFP document.
  - d) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - e) it does not contain any condition or qualification; and
  - f) it is not non-responsive in terms hereof.
- 3.2.2 TPIPL reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by TPIPL in respect of such Bid.

### **3.3 Selection of Bidder**

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose quote with the overall cost turns out to be the least will be considered as the successful bidder (“**Successful Bidder**”).
- 3.3.2 In the event that two or more Bidders quote the same Bid price (the "**Tie Bids**"), then TPIPL shall select the Successful Bidder who has more installed capacity and has more experience in similar projects/works than the other Bidders beyond the stipulated capacity defined for Technical Evaluation.
- 3.3.3 In case the Lowest Bidder withdraws or is not selected for whatsoever reason, TPIPL reserves the right to invite the second Lowest Bidder for negotiations and award the work. In the event second-lowest bidder is unwilling to take up the work at the negotiated price TPIPL reserves the right to annul the Bidding Process and invite fresh Bids.
- 3.3.4 After selection, a Letter of Award (the “**LoA**”) shall be issued, in duplicate, by TPIPL to the Successful Bidder and the Successful Bidder shall, within 7(seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgment thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, TPIPL may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LoA, and in conformity with Clause 2.1.10.
- 3.3.5 After acknowledgment of the LoA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the Agreement within the time period prescribed in Clause 1.3. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.6 In the event that TPIPL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

### **3.4 Contacts during Bid Evaluation**

3.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time TPIPL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, TPIPL and/ or their employees/ representatives on matters related to the Bids under consideration.

## **4 Fraud and corrupt Practices**

### **4.1 General**

4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, TPIPL may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, TPIPL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to TPIPL under the Bidding Documents and/ or the Agreement, or otherwise.

4.1.2 Without prejudice to the rights of TPIPL under Section 4 hereinabove and the rights and remedies which TPIPL may have under the LoA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by TPIPL 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 Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by TPIPL during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by TPIPL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any



person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TPIPL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefore, 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 TPIPL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding 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 work or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of TPIPL in relation to any matter concerning the work;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by TPIPL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“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 Bidding Process.

## 5 Miscellaneous

### 5.1 General

5.1.1 The bidding 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 Bidding Process.

5.1.2 TPIPL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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 TPIPL by, on behalf of any Bidder; and/ or

d) Independent verify, disqualify, reject and/ or accept any and all submission or other information and all submission or other information and/ or evidence submitted by or on behalf of any Bidder

5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases TPIPL, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **5.2. Conciliation & Arbitration**

### **5.2.1. Conciliation**

If any dispute or difference arises between TPIPL and the EPC contractor with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by conciliation as per the provisions of The Arbitration and Conciliation Act, 1996. The sole Conciliator shall be nominated by the Managing Director of TPIPL. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him. The venue of the conciliation shall be at Chennai and the language to be used in conciliation proceedings shall be in English.

### **5.2.2. Arbitration**

In case of any dispute or difference arising between TPIPL and the EPC Contractor relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the sole Arbitrator nominated by the Managing Director of TPIPL. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing Director of TPIPL shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo.

The Arbitral Award shall be final and binding on both TPIPL and the EPC Contractor. No part of the Contract shall be suspended by the EPC Contractor on the ground of pendency of the Arbitral Proceedings. The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

### **5.3 Jurisdiction**

The Courts in the City of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between TPIPL and the EPC Contractor arising out of the Contract.

### **5.4 Penalty for Defective Construction**

If any defect is noticed by TPIPL in the construction of any portion of work/ component, TPIPL shall levy penalty upto 10% of the total value of the defective work as assessed by TPIPL, in addition to the rectification of works at his cost.

### **5.5 Penalty for Slow Process**

If the EPC Contractor fails to maintain the required rate of progress/ milestones stipulated for the work as a whole or in any of the component or in the case of works not commenced, TPIPL shall have the right to impose penalty of such an amount as he may deem fit for every day of delay caused in the progress of the work as a whole or in part as well as for the portion of the work remaining not commenced, subject to the condition that the total penalty imposed shall not exceed 5% of the total contract value. The penalty levied on the EPC Contractor is however subject to modification at the discretion of TPIPL for valid reasons which are to be recorded.

### **5.6 Procedure for Levying of Penalty**

The programme schedule drawn for the work entrusted EPC contract basis, should be kept up by the EPC Contractor without any slippage. TPIPL shall monitor the execution of the work with reference to the programme schedule stipulated. TPIPL on identification of any defective construction or any slippage in the programme schedule in any of the component shall issue a show-cause notice either by RPAD or through personal service to the EPC Contractor, giving 15 days time for furnishing the reasons therefore by the EPC Contractor. In cases, where the reason adduced by the EPC Contractor is not convincing, the penalty contemplated in the agreement conditions shall be invoked.

### **5.7 Liquidated Damages**

If the EPC Contractor fails to complete the work as a whole or part thereof within the stipulated period, the EPC Contractor shall be liable to pay liquidated damages at 0.10% of the value of the contract value / as decided by TPIPL for the delay. The amount recoverable towards liquidated damages shall, however, be restricted to 5% of the total contract value. The imposition of the liquidated damages clause will be without prejudice to the rights of TPIPL to terminate the contract as time-barred.

For imposing liquidated damages, detailed show cause notice shall be served on the defaulting EPC Contractor either by RPAD or through personal service. The first

notice shall be served allowing 15 days time to the EPC Contractor for furnishing the reply by them. In the of non receipt of reply on expiry of 15 days time from the date of first notice, the second notice shall be served allowing 7 days of time to the EPC Contractor for furnishing the reply by them. Again in case of non receipt of reply on expiry of 7 days time from the date of second notice, the third notice shall be served to allow 3 days of time to the EPC Contractor for furnishing the reply by them. On receipt of the reply, it shall be verified by TPIPL and liquidated damages clause shall be invoked by issuing an explicit speaking order to the EPC Contractor. Similarly, the non receipt of any reply from the EPC Contractor shall attract imposing the liquidated damages clause automatically and in this case also, the liquidated damages shall be imposed by issuing an explicit speaking order to the EPC Contractor.

## **5.8 Foreclosure of Works**

TPIPL shall have the right to issue notice to the EPC Contractor, for any reason whatsoever does not require the whole or part of the works to be carried out after the award of the contract. The contractor shall not have any claim towards compensation or whatsoever, on account of any profit or advantage, which he might have derived from the execution of such works. For the works executed which could not be utilized in view of the foreclosure, the EPC Contractor shall be paid an eligible amount as certified by TPIPL.

## **5.9 Subletting / Sub-Contracting**

The EPC contractor shall get necessary approvals from TPIPL before any work is subcontracted. The EPC contractor may entrust specialist items of works like pipe laying works MEP services, Water Proofing for sump & OHT etc. to the agencies specialized in the specific trade. The EPC contractor shall give the names and details of such firm whom it is going to employ for approval of TPIPL. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on the hand of the specialist agency. Further, prior written approval is required from TPIPL to deploy such agency / sub-contractor.

The terms & conditions applicable to the contractor in respect of the proposed sub-contract, the same terms & conditions shall be imposed on the subcontractor to enable the contractor to comply with his obligations under the contract with TPIPL.

Notwithstanding any consent to sub-contract given by TPIPL if in its opinion it is considered necessary, TPIPL has the full authority to order the removal of any sub-contractor from the site.

## **5.10 Retention Money**

- 5.10.1 From every payment for Works due to the EPC Contractor, TPIPL shall deduct 5% (five per cent) thereof as guarantee money for performance of the obligations of the EPC Contractor during the construction period (the “Retention Money”) subject to the condition that the maximum amount of retention money shall not exceed 5% (five percent) of the contract price.
- 5.10.2 Upon occurrence of an EPC Contractor’s default, TPIPL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the retention money as damages for such EPC Contractor’s default.
- 5.10.3 The EPC Contractor may, upon furnishing an irrevocable and unconditional bank guarantee, require TPIPL to refund the retention money deducted by TPIPL under the provisions of Clause 5.10.1. Provided that the refund hereunder shall be made in two tranches.
- 5.10.4 TPIPL shall discharge 2.5% of the retention money deducted from the EPC Contractor after six months from the date of issue of completion certificate and the remaining 2.5% of the retention money shall be discharged after twenty-four months from the date of issue of the completion certificate.

## **6 Terms of Reference**

### **6.1 Project Introduction**

Government of Tamil Nadu has granted Tamilnadu Industrial Development Corporation (TIDCO) and State Industries Promotion Corporation of Tamilnadu Ltd (SIPCOT) as a joint venture for the formation of Special Purpose Vehicle (SPV) in the name of “Tamilnadu Polymer Industries Park Ltd (TPIPL)” for setting up of the Polymer Industries Park under centrally sponsored “Scheme for setting up of Plastic Parks” by Department of Chemicals and Petrochemicals (DC&PC), Government of India. TPIPL identified land in Voyalur and Puzhuvivakkam Villages, Thiruvallur District close to Ennore Port which is in possession of TIDCO for the establishment of the park.

TPIPL has proposed to develop the park in two phases, phase – 1 consisting of the development of land area admeasuring 180.91 acres and TPIPL has now decided to undertake the infrastructure development works required for the purpose of the project through an Engineering, Procurement and Construction (the “EPC”) Contract. Accordingly TPIPL has decided to carry out the bidding process for selection of an EPC contractor to whom the work may be awarded.

**Hence, this RFP is invited for the selection of the EPC contractor for development of basic infrastructure on EPC mode in Phase – I of the project.**

### **6.2 Brief Scope of Work**

The brief scope of work to undertake the project, shall be inclusive of but not limited to the following activities. The scope of work under this RFP for development of envisaged infrastructure for the “Polymer Industries Park” entails construction of the following (including but not limited to) basic facilities:

A schematic master plan is provided in Appendix – III for reference.

#### **6.2.1 Site Grading**

The proposed site for the development in Phase – 1 requires Site Grading / Land Filling. The total area to be leveled is 180.91 acres, which includes area earmarked for Internal Roads, Plots and Common Amenities.

##### **Filling for road area**

The EPC contractor has to fill the road area measuring 2.88 kms based on the nature of the soil, specification of the road with filling materials as per the MORTH – Specifications for Road and Bridge Works, Revision 5. The road has to be designed in

such a way that the minimum axle load of 50 tonnes and accordingly the filling has to be done.

### **Filling for area excluding road**

The scope of the EPC contractor is to level the land upto the benchmark level of 10.00 m fixed at Southern boundary of the park with a gradient of 0.05 meter at every 225 meter intervals towards Northern boundary as given below.

<b>Sl No</b>	<b>Distance from Southern Boundary</b>	<b>Reference Level in Meters</b>
1	0 M (Southern boundary)	10.00
2	+225 M	9.95
3	+450 M	9.90
4	+675 M	9.85
5	+900 M	9.80
6	+1125 M	9.75
7	+1350 M	9.70
8	+1575 M	9.65
9	+1800 M	9.60
10	+2025 M	9.55
11	+2252.40 M	9.50

The filling has to be done with fly ash with a minimum 0.50 meter earth filling on the top of the fly ash filling. Filling in layers of 200 mm thickness has to be done with necessary leveling, rolling with 8 – 10 Ton capacity roller to a compaction proctor density of 97% and above for fly ash and 95% and above for earth. The sides where the level of adjacent lands are lower than the filling level, proper embankment should be given. The Necessary test reports from Government approved testing agencies, preferably Anna University, have to be submitted prior to undertaking filling in the site, during the course of filling and also after the filling is completed to ensure the quality of filling materials as per the prevailing standards and compaction. .

The EPC contractor shall submit the net quantity of the compacted earth after carrying out the necessary survey and the detailed design/drawings to TPIPL for approval, as indicated in clause 6.4.B in the RFP. TPIPL has the right to modify/ change the design/ drawings according to the site conditions.

## 6.2.2 Road Works including pavement, drainage, pipe culverts, road furniture and appurtenances

### 6.2.2.1 Design Standards for Road Development

The design standards mentioned below cover the design of geometric elements, pavement design, design of bridges and pipe racks, traffic safety and specifications for materials, etc. The design for road pavement, culverts and other structures is based on IRC prescribed for design, execution, maintenance and safety during construction and service with latest additions and amendments. The geometric and loading standards have to comply with the current practices and that adopted and recommended by IRC and MORTH Specifications for Road and Bridgeworks (Revision 5).

### 6.2.2.2 Road Network

#### a) Internal Road

The total length of the roads proposed in Phase – 1 is 2.88 Kms and the details of the same are provided below

Length of the Road	RoW
2.28 Kms	30m
0.605 Kms	24m

Flexible pavement is proposed for the internal road of the Polymer Park conforming to IRC-37-latest guidelines. The design life shall be considered as 20 years. The design traffic for the roads in the park shall be taken as 50msa (Million Standard Axle).

The road cross-sections are to be developed based on the RoW provided for various categories of roads in the master plan. The cross-sections also include open drains, footpath cum utility corridors.

#### **30m ROW**

- a) The carriageway of 30m Road shall be 8750 mm on both sides with a center median of 6000 mm, kerb thickness of 250mm on both sides with the Gradient of 2.5%.
- b) Storm water open drain has to be constructed along the two sides of the 30m RoW and has to be designed in such a way that there are no indentations during the rains. Rainfall data needs to be collected for the area and accordingly the drain has to be designed and the final disposal of the drain water is to be discharged to the canal located on the northern side of the park.
- c) Box culverts need to be constructed wherever necessary.
- d) Hume Pipe culverts need to be constructed for every 300 m intervals along the 2.28 Kms road.

#### **24m ROW**

- e) The carriageway of 24m Road shall be 9500 mm on both sides have to be constructed with a Gradient of 2.5 %.



- f) Storm water open drain has to be constructed along the two sides of the 24m RoW and has to be designed in such a way that there are no indentations. Rainfall data needs to be collected for the area and the final disposal of the drain water is to be discharged to the canal located on the northern side of the park.
- g) Box culverts need to be constructed wherever necessary.
- h) Hume Pipe culverts need to be constructed for every 300 m intervals along the 0.605 Kms road.

A typical cross-section of the proposed road is given in Appendix – III – B & C.

#### **6.2.2.3 Design Speed**

The design speed to be considered is 50kmph for main roads. The horizontal alignment and vertical gradient of the roads are to be designed as per IRC standards by considering site grading plan.

#### **6.2.2.4 Intersections**

The intersections are to be designed in accordance with IRC: SP: 41-1994, 'Guidelines for the Design of At-grade Intersections in Rural and Urban Areas'.

#### **6.2.2.5 Pavement Design**

The pavement has to be designed considering the loading pattern, design life, growth factor and sub-grade strength. Flexible pavement has been proposed conforming to the IRC-37-2001 guideline.

The EPC contractor shall submit the detailed design/drawings for all the roads as indicated in clause 6.4.B in the RFP.

#### **6.2.2.6 Storm Water Design**

Stormwater drains parallel to the proposed road network (i.e.) for 2.88 Km on both the sides of the road needs to be built to drain the stormwater. It has to be designed in accordance with the natural gradient taking into consideration of the contour levels in such a way that there are no indentations. Rain fall data needs to be collected for the area and accordingly the drain has to be designed so that the final disposal of the drain water is discharged in a suitable location.

The EPC contractor shall submit the detailed design / drawings with regards to the stormwater drains as indicated in clause 6.4.B in the RFP.

### 6.2.2.7 Box Culvert and Hume Pipe

Box culvert needs to be designed and constructed wherever necessary along the 24m wide road and 30m wide road at the intersection of the storm water drain on road surface and at the entry point of the park on the southern side.

Hume Pipes with a minimum dia of 300 mm RCC spun pipes conforming the IS: 458/2003 standards are to be provided at 300 meters interval throughout the road length of 2.88 kms with necessary end chambers on either side of the road. The class of the pipe shall be designed in accordance with the axial load over 30M RoW and 24M RoW.

The EPC contractor shall submit the detailed design/drawings with regards to the culverts/ structures as indicated in clause 6.4.B in the RFP.

### 6.2.2.8 Street Light

The height of the lamp post (MS poles including galvanized MS poles for rust-free operation) will be 10 meters and twin collar LED street light poles will be used for 30m RoW and single color staggered sided or zigzag pattern LED lights for 24m RoW with 25m intervals in both RoW's.

### 6.2.2.10 Utility Corridor

The utility corridor has to be designed along both sides of 2.88 km of the internal road and the area has to be provided with adequate road arboriculture. The greenbelt has to be developed as per the latest guidelines by Central Pollution Control Board (CPCB). TPIPL will provide the species and spacing in consultation with the forest department. RCC ducts/ trenches of adequate specifications have to be provided for the entire utility corridor on both sides for the purpose of laying of communication and other cables with adequate chambers.

## 6.2.3 Water Storage and Distribution system

The contractor is responsible for the design, construction and execution of the water supply works including the supply and installation of all materials, machinery, equipment etc to meet the water requirement of 1 MLD with an appropriate capacity of sump and OHT.

The scope of work would be as under:

S No	Description of Work	Scope
1	Laying of Internal Pipeline	Laying of DI pipes- Double Flanged (Screwed or Welded) -100 mm dia conforming to specification IS 8329/2000 in standard working lengths, Class K-9, on both sides of 2.88 KM road with adequate tapping points.

2	Construction of Sump	0.7 MLD capacity at Utility area
3	Construction of Overhead tank	0.3 MLD Capacity- OHT is designed in such a way to supply water to all the plots and amenity areas with a minimum tail end discharge/ flow velocity of 3m/s.
4 (a)	Construction of pump room inside the park for internal water supply.	100 Sq.ft RCC structure with 1 LED tube light and 1 Ceiling fan of reputed make with cement flooring and adequate window for ventilation.
5 (a)	Supply, delivery, erection and commission of pumps inside the park (for supply of water from water from sump to OHT)	2 nos of adequate capacity pumps (including standby) along with required electrical fittings considering that 1 MLD of water is pumped to OHT from sump in 8 hrs.

The design parameters/ specifications mentioned above are only indicative and the EPC contractor shall submit the detailed design / drawings for all the road networks, water supply and storage works to TPIPL for approval, as indicated in clause 6.4.B in the RFP. TPIPL has the right to modify/ change the design/ drawings according to the site conditions.

### **6.3 Technical Specifications**

#### **6.3.1 Materials**

All materials required for the works shall be procured and supplied by the EPC contractor himself. The materials shall be of good quality and conforming to relevant BIS. The materials which are classified for ISI marking should be supplied with ISI marking only.

##### **6.3.1.1 Cement and Steel**

- (a) The entire quantity of cement and steel required for the work will be procured by the EPC contractor. The EPC contractor is responsible for all transport and storage of the materials and shall bear all related costs. TPIPL shall be entitled at any reasonable time to examine the cement and steel supplied by the EPC contractor.
- (b) The cement procured by the EPC contractor shall comply with the requirements of IS 269/ 1976 with the latest revision thereof for ordinary Portland cement, IS 8112/ 1989 with the latest revision thereof for 43 grade ordinary Portland cement and IS 1489 – 1991 10A third revision for Portland-Pozzolana Cement. Each bag shall bear the ISI Certification mark and as per specification no.10 of TNBP volume I.

- (c) The steel bars shall comply with the requirements set forth in the IS 432 Part I, IS 1139, IS 1786 as the case may be with the latest revision thereof and the test as described for ultimate tensile strength, bond test and elongation tests. All reinforcing steel shall be clean and free from oil, grease, loose scales or rust or other coatings of any character which would reduce or destroy the bed. Each brand containing the bars shall bear the ISI Certification mark.
- (d) The cement/ steel shall be tested in nearby laboratories by TPIPL. Two samples should be taken by TPIPL in the presence of the EPC contractor or his authorized representatives or the technical personnel employed by the EPC Contractor as in the agreement. The EPC contractor shall without extra cost provide samples and co-operate in the testing of the cement/ steel. One sample shall be got tested and the other sample shall be retained by making clear identification in the sample by TPIPL so as to identify at a later date. The cost of such test shall be borne by the EPC contractor.
- (e) All cement shall be procured in bags and shall be stored in a dry place for which the EPC contractor shall be responsible. Consignment of bagged cement shall be properly stacked in a manner which will permit easy access for inspection and definite identification. Cement shall be used in approximately in the chronological order in which it is received, but cement that has been stored for a period longer than 4 months from the date of initial sampling shall not be used unless it has been re-tested at the expenses of the contractor and passed by TPIPL as good quality on the retest. Cement aged more than 180 days from the date of initial sampling shall be rejected.
- (f) The cement which has become caked or perished shall on no account be used on the works and shall be rejected. Although TPIPL may have passed any consignment, TPIPL shall, however, has the power at the subsequent time to reject such consignment if it finds that any deterioration in the quality thereon has taken place.
- (g) A record of the quantity of cement/ steel procured with the name of the dealer, bill number and date shall be maintained by the EPC contractor. This should be produced for examination by TPIPL at any time. The age of the cement shall be reckoned from the date of manufacture and it shall be verified by TPIPL.
- (h) The rejected consignment of cement and steel should be removed from the site within two days.

#### **6.3.1.2 Aggregates**

- (a) Sand for use in masonry and plaster works shall conform to relevant specifications in TNBP (specification No. 7) and I.S.2116/ 1985, I.S. 1542/ 1977.
- (b) The coarse and fine aggregates for concrete shall conform to I.S.383/ 1970 and as specified in the relevant clauses of I.S.456/ 1978. Other aggregates free from deleterious materials shall be used at the concurrence and approval of TPIPL after sufficient tests have been carried out at the contractor's cost.
- (c) The maximum quantities of deleterious materials in the aggregates, as determined in accordance with I.S. 2386 (Part II)/ 1963 shall not exceed the limits given in table I of I.S. 383. Unless otherwise specified all coarse aggregate

in RCC shall be graded aggregate of 20mm nominal size. All aggregates shall be stored in hard impervious surfaces to ensure exclusion of all foreign materials and as per IS 4082/ 1977 and specification no.5 of TNBP volume I.

#### **6.3.1.3 Water required for Construction**

The water used in the construction shall be of potable quality and shall be tested at the EPC contractor's cost. The EPC contractor has to make his own arrangements at his cost for water required for construction, testing, filling, etc., either from local bodies or from elsewhere, by paying the charges directly and arranging tanker, etc., as per necessity. No claim for extra payment on account of non availability of water nearby or extra lead for bringing water shall be entertained. All required piping arrangements and pumping if required for water shall be made by the EPC contractor at his cost. Water for mortar, mixing and curing of concrete shall be free from harmful matter or other substances that may be deleterious to concrete or steel and taken from a source approved by TPIPL. Groundwater for mixing and curing shall conform to the provisions in Clause 4.3 of IS 456/ 1978.

#### **6.3.1.4 Admixtures**

The admixture shall conform to IS 9103/ 1972.

#### **6.3.1.5 Pipes, Specials & Valves**

##### **A. General**

- (a) All types of pipes required for the works should be of good quality conforming to relevant BIS and should be procured from reputed manufacturer or his authorized dealer. Each pipe should bear the trademark of the manufacturer, the nominal diameter, class weight, batch number and the last two digits of the year of manufacture suitably and legibly marked on it. TPIPL has the right to conduct any test to ascertain the quality of the pipes supplied by the EPC contractor. The EPC contractor should make all necessary arrangements for testing the pipes. All the charges and expenses towards the testing shall be borne by the EPC contractor. The materials which are classified for ISI marking should be supplied with ISI marking only.
- (b) If on examination of any sample from any portion of the supply, the material is found to be sub-standard and not fully in accordance with the relevant specification, the entire consignment shall be rejected. In case of doubt whether the materials conform to the specification or not, the decision of TPIPL shall be final.

#### **6.3.1.6 D.I Pipes**

- (a) DI pipes shall be procured from the reputed manufacturer and the pipe shall conform to IS 1729/2002. The pipes shall bear ISI mark. The test certificate furnished by the manufacturer should be produced. The CID joints should conform to ISS 8794/1988 and as amended from time to time. The test certificate issued by the manufacturer should be produced.

The pipes shall be subjected to third party inspection also and the test certificate showing the inspection agency should also be produced.

(b) TPIPL shall have the right to test pipes for the quality wherever felt necessary. All charges incurred in testing the pipes shall be borne by the EPC contractor.

(c) The minimum tail end discharge pressure has to be designed for 3m/s.

### **6.3.1.7 Valves**

The EPC contractor should procure reputed make of sluice valves, scour valves, reflux valves and air valves from the manufacturer or his authorised dealer and they should conform to the relevant BIS specification and suitable for use in the work. The valves shall bear ISI marks

### **6.3.1.8 Testing of Pipes**

The manufacturer test certificate/third party inspection certificate should be produced by the EPC contractor for the pipes used in the work. TPIPL shall have the right to test the pipes, wherever felt necessary for its quality. All testing charges should be borne by the EPC contractor.

Testing of materials to be used in works, for the quality of finished items shall generally be done by the EPC contractor at his own cost in the laboratory approved by TPIPL by providing requisite materials, transport of test specimen and other assistance required thereof.

## **6.3.2 Civil Works**

### **6.3.2.1 General**

- (a) Tamilnadu Building practice (TNBP) shall be strictly followed for carrying out different items of the work for which no standard specifications are available and no alternate specification have been given under the description of works.
- (b) Where any provision of the TNBP is repugnant to or at variance with any provision under BIS or description of work, technical specification and conditions of contract, the provisions, of the latter shall be deemed to supersede the provision of the TNBP.

### **6.3.2.2 Earth Work**

#### **(a) Specification**

Tamilnadu Detailed Building Practice (specification No.23 to the extent applicable) shall be followed for earthwork excavation.

#### **(b) Conveyance**

The excavated earth, blasted rubble etc., shall be conveyed and deposited in the departmental lands within 150m of plant site and as directed by TPIPL.

**(c) Stacking**

Where the location of the work is such and does not permit the deposition of excavated earth while digging trenches for laying pipes, the excavated earth should be conveyed to a convenient place and deposited there temporarily, as directed by TPIPL. Such deposited soil shall be re-conveyed to the site of work for the purpose of refilling of trenches, if it is suitable for refilling. The unit rate for trench work of excavated and refilling shall include the cost of such operation.

**6.3.2.3 Concrete**

**(a) Specification**

Concrete for use in the works shall generally comply with TNBP (specification No.30) and the relevant BIS. The concrete mix shall be in specified proportions satisfying the maximum aggregate size, water cement ratio and required cube strength and workability as per IS 456-1978. Such concrete must be adequately vibrated to form solid mass without voids.

**(b) Mixing of Concrete**

The concrete shall be proportioned as far as cement and aggregates are considered by volume. The amount of water required being measured either by weight or volume the adjustments must be made to frequent intervals at the discretion of the EPC contractor / his Engineer or his assistant to account for the moisture content of the aggregates. The mixing operation shall be performed only in a mechanical concrete mixer and shall continue until the whole batch of uniform consistency and colour. The mixing of concrete shall be done in accordance with clause 8 and 9 of IS 456-1978.

**(c) Transporting, Placing and Compacting Concrete**

- i. Transportation, placing and compaction of concrete mix by mechanical vibrators shall be done in accordance with clause 12 of IS 456-1978. It is imperative that all concreting operations be done rapidly and efficiently with minimum re-handling and adequate manpower shall therefore be employed to ensure this.
- ii. The forms shall be first cleaned and moistened before placing concrete.
- iii. The mix should not be dropped from such a height as it may cause segregation and air entertainment. When the mix is placed in position, no further water shall be added to provide easier workability.
- iv. No concrete mix shall be used for the work if it has been left for a period exceeding its initial setting time before being deposited and vibrated into its final position in the member.
- v. While one concrete is being placed in position it shall be immediately spreaded and ramped sufficiently and suitable to attain dense and complete filling of all spaces between and around the reinforcement and in to the corners of form work for ensuring a solid mass entirely free from voids.
- vi. Construction joints required in any of the structural members shall be provided generally complying with clause 12.4 of IS 456-1978 and as

directed by TPIPL. The efficiency of tempering and consolidation will be judged by complete absence of air pockets, voids and honey combing after removal of form works.

#### **6.3.2.4 Curing**

- i. Curing shall be done to avoid excess shrinkage or harmful effort to the members generally complying with clause 12.5 of IS 456-1978.
- ii. Any deficiency in concreting such as cracking, excessive honeycombing, exposure of reinforcement or other fault which entail replacement of the defective part by fresh concrete and whatsoever remedy reasonable required without hampering the structural safety and architectural concept, all at the cost of EPC contractor.

#### **6.3.2.5 Testing of Concrete**

- i. During the course of construction works, preparation of test specimens, curing and casting of concrete shall be done in accordance with IS 1199 and IS 516 to ascertain the strength requirements and acceptance criteria indicated in IS 456-1978. The EPC contractor shall provide all apparatus, labour and arrange to test the cubes at his own cost at the test laboratory decided by TPIPL.
- ii. In addition to the above tests, any other test which may if desired by TPIPL shall be carried out from time to time as per relevant specifications at the cost of EPC contractor. In case the concrete does not meet the strength required, all corrective measures shall be taken at once at the EPC contractor's cost.
- iii. The inspection and testing of structures shall be done in accordance with clause 16 of IS 456- 1978.

#### **6.3.2.6 Masonry**

All masonry works such as Random Rubble / Coarse Rubble/ Brick work must be done as per TNBP / PWD specification.

#### **6.3.2.7 Painting**

The work shall be executed as per the specifications of TNBP for painting. In general, all items of works must be done as per TNBP / PWD specifications.

### **6.3.3 Pipe Laying Works**

#### **A. General**

- i. Wherever necessary, sand cushioning for the bed shall be given as per IS Standard. The pipe should be laid true to the alignment line and grade wherever necessary, appropriate bends should be used. The pipes laid must be jointed properly and carefully by using approved type of jointing materials.
- ii. After the pipes are laid and jointed, the pipelines are to be subjected to hydraulic pressure test as detailed in the relevant BIS specification.



- iii. In portion of pipe line, where the pipes have developed cracks or sweating, such pipes with jointing materials shall be removed and re-laid with new pipes at the contractor's cost and the pipe line shall be re-tested to the entire satisfaction of TPIPL. No extra payment will be made on this account. The EPC contractor has to make his own arrangements for the procurement of the required equipments for testing pipes which shall be subjected to such test as TPIPL deems fit to ensure the accuracy of the gauge.
- iv. Refilling shall be done with proper compaction with excavated earth. In no case the EPC contractor shall be allowed to refill the trenches in hard excavated portion to be refilled by the boulders or excavated stuffs. This portion of trench shall be refilled by the soft strata from excavated stuff from distance place at no extra cost. The refilling shall be done in 15cm thick layers duly watering and compacting each layer. The refilling may be done upto a height of 20 to 30cm than the natural ground level to allow the sinking afterwards. If the refilling gets sunk below the natural ground level at anytime till the completion of the work, the EPC contractor at his cost should make good the refilling to the required level as may be directed by TPIPL. Valves shall be provided with valve pits with proper cover to bear the loads coming on it.
- v. Adequate protective measures should be taken against surge pressure. Zero velocity valves and air cushion valves should be provided at the appropriate places. Thrust blocks and anchor blocks should be provided at all the bends and appropriate places.
- vi. Water required for testing the pipeline shall be arranged by the EPC contractor at his cost.

## **B. Laying Ductile Iron pipes**

The laying and jointing of DI pipes shall be carried as specified in IS 12288/1987 standard as mentioned below:

Before laying the pipes, the EPC contractor shall carefully brush them to remove any soil, stones or other materials that may be therein. An even and regular bed shall be prepared and a joint pit shall be excavated to form a process under the socket of each pipe of no greater depth and width. Each pipe shall then be carefully lowered and placed singly in the trench and shall rest in the solid ground for a distance of not less than two-thirds of its entire length.

## **C. Pipes not Truly Laid**

Any pipe or pipes laid, which on the inspection are found to diverge from the true lines and levels shall be removed and re-laid to the true lines and levels. Any pipes damaged in removal shall be replaced by the EPC contractor at his cost.

## **6.4 Site Survey, Design, Approvals and Construction**

The EPC Contractor shall ensure the following

### **A. Site Survey**

- Review the schematic survey map available with TPIPL and carry out required surveys, investigations (topographical and geotechnical), laboratory tests, analysis and studies including the collection of other relevant data as necessary for the detailed design.

### **B. Detailed Design**

- The detail design / drawings shall be prepared by the EPC Contractor and shall be proof checked/ vetted by Anna University, Department of Civil Engineering / Transportation Engineering. The cost related to design / drawings and the cost for vetting has to be borne by the EPC contractor. The vetted design / drawings shall be provided to TPIPL for approval before commencement of the work at the site.
- Details of control arrangement including drawings required for the execution of the work shall be submitted to TPIPL for his approval.
- Prepare and implement plans, designs, drawings, estimates and specifications for infrastructure, equipment and materials;
- Identify project phases and elements and assign personnel to phases and elements;
- Interpretation of the drawings in the detailed Master Plan during construction.
- Responsible for ensuring all BOQ, Drawings and technical specifications are correct and feasible
- Monitor the progress of works and ensure compliance with general requirements of engineering standards/practices including the environmental issues as applicable for the work.
- Determine and implement work schedule as per detailed master plan and specifications, calculating time requirements and sequencing project elements;
- Prepare work status and trend analysis reports and recommend actions
- Maintain work schedule by monitoring work progress, coordinating activities and resolving problems.
- All the civil and structural steel fabrication works shall be carried out as per the detailed description of the civil works

### **C. Statutory Approvals**

- TPIPL is responsible for obtaining the statutory clearances for environmental and CRZ approvals.

- EPC contractor has to obtain all necessary approvals related to the construction such as Labour, Safety, ESI, EPF, insurance etc and the cost for obtaining the same has to be borne by the EPC Contractor.

#### **D. Construction, Trial and Testing**

- Undertake construction as per the approved design
- Undertake additional designs and modifications, as needed, during construction
- Preparation of as-built drawings of structures and a detailed work completion report.
- Arrangement of all temporary sheds, office, godowns etc. required for storage of materials, equipment and for Contractor's supervisory personnel at Site.
- Supply of all civil, mechanical, electrical, piping related items, etc at the Site.
- To supply all equipments, to meet in all respect, the requirements of TPIPL in regard to performance, durability and satisfactory operation. All equipments supplied shall conform to the relevant Indian standards. The sizes and numbers of the units prescribed for are based on TPIPL's preliminary design and may vary to suit conditions and requirements.
- Carry out site clearing from all vegetation, trees, roots, etc. and leveling works
- Development of greenbelt and landscaping services as per the plan.
- Preparation of monthly reports on the progress of the work as a whole for the information of TPIPL
- Carry out Performance Test prior to commencement of commercial operations.
- Submission of As Built Drawings of the work.
- During the course of work, the EPC contractor shall support and provide all necessary information, in all means, to the third party supervisor/ agency/ Project Management Consultancy (PMC) appointed by TPIPL for the execution of the work specified in the RFP.

Not limiting to the scope of work and the technical specifications defined above, the EPC contractor has to ensure that he considers time required for approvals as well as all the items that are required for the Construction of the Polymer Industries Park to ensure the desired output characteristics and a trouble-free operation within the quoted price and time frame.

## 6.5 Terms of Payment

The billing schedule shall be as under:

S No	Milestone	Item Description	Percentage of Total contract value
<b>A</b>	<b>Upon 100% completion of Site Grading</b>		<b>50%</b>
	A1	Upon approval of completion of 50% of the total area to be filled	25%
	A2	Upon approval of completion of remaining of the total area to be filled	25%
<b>B</b>	<b>Road Works including Stormwater drainage, culverts, Street lights, Utility corridor, Road furniture and appurtenances</b>		<b>25%</b>
	B1	Upon approval of completion of 30% of works	5%
	B2	Upon approval of completion of 30% of works	10%
	B3	Upon approval of completion of 40% of works	10%
<b>C</b>	<b>Water storage and distribution system</b>		<b>10%</b>
	C1	Upon approval of completion of 50% of works	5%
	C2	Upon approval of completion of 50% of works	5%
<b>D</b>	<b>Completion of Work</b> Upon work completion to the satisfaction of the TPIPL and subsequent certification and approval		<b>15%</b>
<b>E</b>	<b>Retention Money</b>		
	<i>A retention amount equivalent to 5% of the running bill value shall be made from the RA bills from all bills submitted. The Retention money shall be released as per the Clause 5.10 of the RFP</i>		

# **Tamil Nadu Polymer Industries Park Limited**

**(Joint venture of TIDCO & SIPCOT)**

19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai - 600 008

## **REQUEST FOR PROPOSAL FOR ENGINEERING- PROCUREMENT-CONSTRUCTION (EPC) CONTRACTOR FOR DEVELOPMENT OF BASIC INFRASTRUCTURE AT POLYMER INDUSTRIES PARK IN VOYALUR AND PUZHUVAKKAM VILLAGES, THIRUVALLUR DISTRICT**

### **APPENDIX – I** **SUPPORTING DOCUMENT FOR TECHNICAL BID**

**Form – 1**  
**Checklist to Supplement the Tender**

Name of Work: \_\_\_\_\_

S.No	Description	Submitted	Page No.(see Note below)
<b>COVER - 1</b>			
<b>SUB COVER - A</b>			
1	EMD	Yes / No	
<b>SUB COVER – B</b>			
2	Copy of GST Registration	Yes / No	
3	Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies	Yes / No	
4	Proof of Liquid Assets in the form of Solvency Certificate not more than 12 months preceding the Bid Due Date for a value of Rs 50 Crores	Yes / No	
5	In case of Joint Venture, Joint Venture Agreement with jointly and severally liability clause along with clear responsibilities.	Yes / No	
6	Letter of Undertaking stating the Litigation History, Non completion of works for any Central/ State Governments, Blacklisting, Debarring etc	Yes / No	
7	Audited Financial Accounts of the Bidder (of each member in case of Joint Venture) for the last 5(five) financial years preceding the Bid Due Date.	Yes/No	
8	Checklist as per Form 1	Yes / No	
9	Details of Bidder as per Form 1A	Yes / No	
10	Letter Accompanying the Technical Bid as per Form 2	Yes / No	
11	Format for Power of Attorney for signing of Bid as per Form 3	Yes / No	
12	Format for Power of Attorney authorizing the Lead Member as per Form 4	Yes /No	
13	Financial Eligibility along all relevant documents as per Form 5	Yes / No	
14	Details of Similar Projects Carried out in Last ten years as per Form 6	Yes / No	
15	Details of Current works and immediate works as per Form 7	Yes / No	
16	List of Machineries & Equipments as per Form 8	Yes / No	
17	Qualification of Experience of Manpower as per Form 9	Yes / No	
18	Additional Information if any	Yes / No	
19	Declaration Form as per Appendix - IV		

Notes:-

1. All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in last column against each item. The statements furnished shall be in the formats appended to the RFP document.
2. The information shall be filled-in by the Bidder in the checklist and Form 1 to 10, for the purposes of verification as well as evaluation of the Bidder's compliance to the qualification criteria as provided in the RFP document.
3. In case if the Bidder is a Joint Venture, then each member of the Joint venture should submit the details required under serial number 2-4 and 13-17.

(Signature)

**Details of Bidder**

Authorised Signatory

Name & seal of Bidder/Lead Member: \_\_\_\_\_

Class III DSC ID of Authorized Signatory: \_\_\_\_\_

**Form 1A**  
**Details of Bidder**

Authorized Signatory

Name & seal of Bidder/Lead Member: \_\_\_\_\_

Class III DSC ID of Authorized Signatory: \_\_\_\_\_

Appendix IA

Annex-I

1. (a) Name :
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) Email:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number :
  - (f) Class III Digital Signature Certificate ID number
5. In case of a Joint Venture:
  - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.2 should be attached to the Application.



- (c) Information regarding the role of each Member should be provided as per table below:-

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role</b>	<b>Share of work in the Project</b>
1.			
2.			
3.			
4.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.1.23 of the RFP document.

- (d) The following information shall also be provided for each Member of the Joint Venture:

**Name of the Applicant/Member of Joint Venture:**

<b>No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1.	Has the Bidder/constituent of the Joint Venture been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on Bid due date.		
3.	Has the Bidder/constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Member of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Name of the Applicant/Member of Joint Venture:**

<b>No.</b>	<b>Criteria</b>	<b>1st last year</b>	<b>2nd last year</b>	<b>3rd last year</b>
1	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint venture Member.			
2	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3	Updated details of on-going process of blacklisting if so, under any contract with Authority/Government on the Bidder including any of its Joint Venture Member.			

**Signature of Bidder/Lead Member**

**Form - 2**

**Letter Accompanying the Technical Bid**

Date:

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Managing Director,  
Tamilnadu Polymer Industries Park Limited  
19-A, Rukmani Lakshmipathy Road,  
Egmore, Chennai - 600 008

**Sub.: Engineering-Procurement-Construction (EPC) Contract for Infrastructure development works of Polymer Industries Park in Voyalur and Puzhudivakkam Villages, Thiruvallur District**

**Ref : Tender No-**

With reference to your RFP document dated \_\_\_\_\_ (the "RFP Document"), I/we, have examined the RFP Document and understood their contents, and hereby submit my/our Technical Bid for "**Engineering-Procurement-Construction (EPC) Contract for Infrastructure development works of Polymer Industries Park in Voyalur and Puzhudivakkam Villages, Thiruvallur District**". The Bid is unconditional and unqualified.

I/ We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our Bid is not opened or rejected.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place:

**Form 3**

**Format for Power of Attorney for signing of Bid**

Know all men by these presents, We.....  
(name of the firm/company 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/ the Lead Member of our Joint Venture 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 Application for the “**Engineering-Procurement-Construction (EPC) Contract for development of basic Infrastructure works at Polymer Industries Park in Voyalur and Puzhuvakkam Villages, Thiruvallur District**” proposed or being developed by the Tamilnadu Polymer Industries Park Limited (TPIPL) (the “TPIPL”) on EPC mode (the “Project”) including but not limited to signing and submission of all applications, participate in meetings and providing information/ responses to TPIPL, representing us in all matters before TPIPL, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Application and generally dealing with TPIPL in all matters in connection with or relating to or arising out of our Application for the said Project.

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 ..... 2019.

For .....

(Signature, name, designation and address of person authorized by Board Resolution

(in case of Company)/ partner in case of Partnership firm Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

*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 executants (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 shareholders' 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.*

**Form 4**

**Format for Power of Attorney for Lead Member of Joint Venture**

Whereas the Tamilnadu Polymer Industries Park Limited (“**TPIPL**”) has invited Bids from bidders for “**Engineering-Procurement-Construction (EPC) Contract for Infrastructure development works of Polymer Industries Park in Voyalur and Puzhuvakkam Villages, Thiruvallur District**” proposed or being developed by the Tamilnadu Polymer Industries Park Limited (the “**TPIPL**”) on EPC mode (the “**Work**”).

Whereas, .....and ..... (collectively the “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the work in accordance with the terms and conditions of the document and other Bid documents including agreement in respect of the work, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and TPIPL to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s Bid for the work and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at ....., M/s..... having our registered office at ....., and M/s..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s .....

having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture in all its dealings with TPIPL, in all matters in connection with or relating to or arising out of the Joint Venture’s Application.

AND 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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2019

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

1.

2.

*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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.

**Form 5**  
**Financial Capacity**

A. Name of the Applicant					
B. Financial Information of previous 5 years (in Rs)	2014-15	2015-16	2016-17	2017-18	2018-19
C. Turnover					

Note:

- The above information shall be **Certified by the Statutory Auditors**
- Copies of Financial Statement, Audited Balance Sheets should be provided
- In case the applicant is a JV, then the above information has to be submitted for **each of the partner.**
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (Seventy) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 70 (Seventy) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.



**Form 6**

**Details of Similar Projects Carried out in Last ten years**

S No	Project Name	Name of Company	Description of the services provided.	Value of Contract	Completion time as stated in the Tender/Work Order (Months)	Actual completion time (weeks)	Total Payment Received	Actual date of completion

(Signature)

Note:

- The above details shall be certified by Statutory Auditor.
- The Applicant should enclose completion certificates in support of the project experience.
- Project Experience without Completion Certificates shall not be considered for evaluation
- Completion Certificates issued by Executive Engineer and above shall be considered for evaluation in case of projects executed for Government Entities
- In case of projects Executed for Private Sector, Certificates signed by the Officials representing Senior Management Shall be considered
- Similar project shall be as per the eligibility criteria mentioned in the RFP
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (Seventy) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 70 (Seventy) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**Form 7**

**Details of Current Work and Immediate Work**

Sr. No.	Client with Address	Description of the work	Value of contract in Rupees.	Completion time as stated in the Contract	Percentage completion	Remarks.
A	Current works in hand					
B	Immediate commitments.					

(Signature)

Note:

1. The above details shall be certified by Statutory Auditor.
2. The Contractor should enclose relevant proofs in support of the project experience.
3. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 70 (Seventy) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 70 (Seventy) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

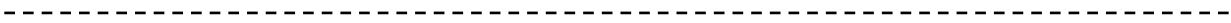
**Form 8**

**List of Machineries & Equipments**

**List of Machinery/ Equipments owned by the Bidder**

S No	Type	Make/ Model	Nos. Owned	Year of Procurement	Present condition	Present Location	Availability for Project	Remarks

(Signature)



**Form 9**

**Qualification and Experience of Manpower to be deployed for the project**

S No	Position	Name	Qualification	Years of Experience (General)	Years of experience in the proposed position

(Signature)

**Notes: Short CVs of the Personnel nominated for the project shall be provided along with the Form 9.**

**Form 10**  
**FORMAT OF JOINT VENTURE AGREEMENT**  
*(To be executed on Stamp paper of appropriate value)*

THIS JOINT VENTURE AGREEMENT is entered into on this the ..... day of  
..... 20...

**AMONGST**

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

**AND**

2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- (A) **Tamilnadu Polymer Industries Park Limited (TPIPL)**, (the “**TPIPL**”) has invited bids by way of Request for Proposal No. .... dated .....(the “**RFP**”) for award of contract for “**Engineering-Procurement-Construction (EPC) Contract for Infrastructure development works of Polymer Industries Park in Voyalur and Puzhudevakkam Villages, Thiruvallur District**”.
- (B) All the Parties are interested in jointly bidding for the work as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the work, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

- 1. Definitions and Interpretations** In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
- 2. Joint Venture**
  - 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the work.
  - 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this work, either directly or indirectly.
- 3. Covenants** The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the work, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the work.

**4. Share Holding Pattern in the Joint Venture Company**

The Parties hereby agree, confirm and undertake to incorporate a Joint Venture Company under the Companies Act, 2013 with shareholding/ownership equity commitment(s) as provided herein below. The said Joint Venture Company would enter into the EPC Agreement with TPIPL and subsequently carry out all the responsibilities as the “Contractor” in terms of the EPC Agreement, in case the work is awarded to the Joint Venture. The Parties further undertake that till the completion of the work the shareholding of the Lead Member in the Joint Venture Company shall not be less than 51%.

<b>Names of Shareholders</b>	<b>Description of Shareholding (%)</b>
Lead Member	
Other Members	
Total	100%

**5. Role of the Parties** The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Contract; (b) Party of the Second Part shall be {the Member of the Joint Venture; and} (c) Party of the Third Part shall be {the Member of the Joint Venture.}

**6. Joint and Several Liability** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Work and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

**7. Share of work in the Project** The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows: First Party: Second Party: {Third Party:} Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of Construction if the Contract is allocated to the Joint Venture.

**8. Representation of the Parties:**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge: (i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it; (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof; (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances

that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**9. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Work completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Work is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the work or does not get selected for award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**10. Miscellaneous**

10.1 This Joint Bidding Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

1.....

2.....

**Notes:**

1. The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Venture Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Venture Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



**COVER - 2**

**APPENDIX – II**

**Letter comprising the Financial BID**

Date:

The Managing Director  
Tamilnadu Polymer Industries Park Limited  
19-A, Rukmani Lakshmipathy Road,  
Egmore,  
Chennai - 600 008

**Sub: BID for selection of EPC contractor for Development of BASIC infrastructure works at Polymer Industries Park in Voyalur and Puzhuvivakkam Villages, Thiruvallur District – Submission of Financial Bid- Reg**

Dear Sir

With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid work. The BID is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid work, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the work.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an agreement at a later stage.
5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

Date:

Place:

Yours faithfully,  
(Signature, name and designation of the  
Authorised Signatory )

Name & seal of Bidder/Lead Member  
Class III DSC ID of Authorised Signatory

## FINANCIAL BID

(Amount in Rs.)

S.No.	Description	BID Price	GST	Lumpsum price including GST
1.	Engineering-Procurement-Construction (EPC) Contract for Development of basic infrastructure at Polymer Industries Park in Voyalur and Puzhudiavakkam Villages, Thiruvallur District	Rs. _____ /-	Rs. _____ /-	Rs. _____ /-

Bid Price including GST amount in Rupees \_\_\_\_\_ only.

**SIGNATURE OF THE BIDDER**  
(with seal and address)

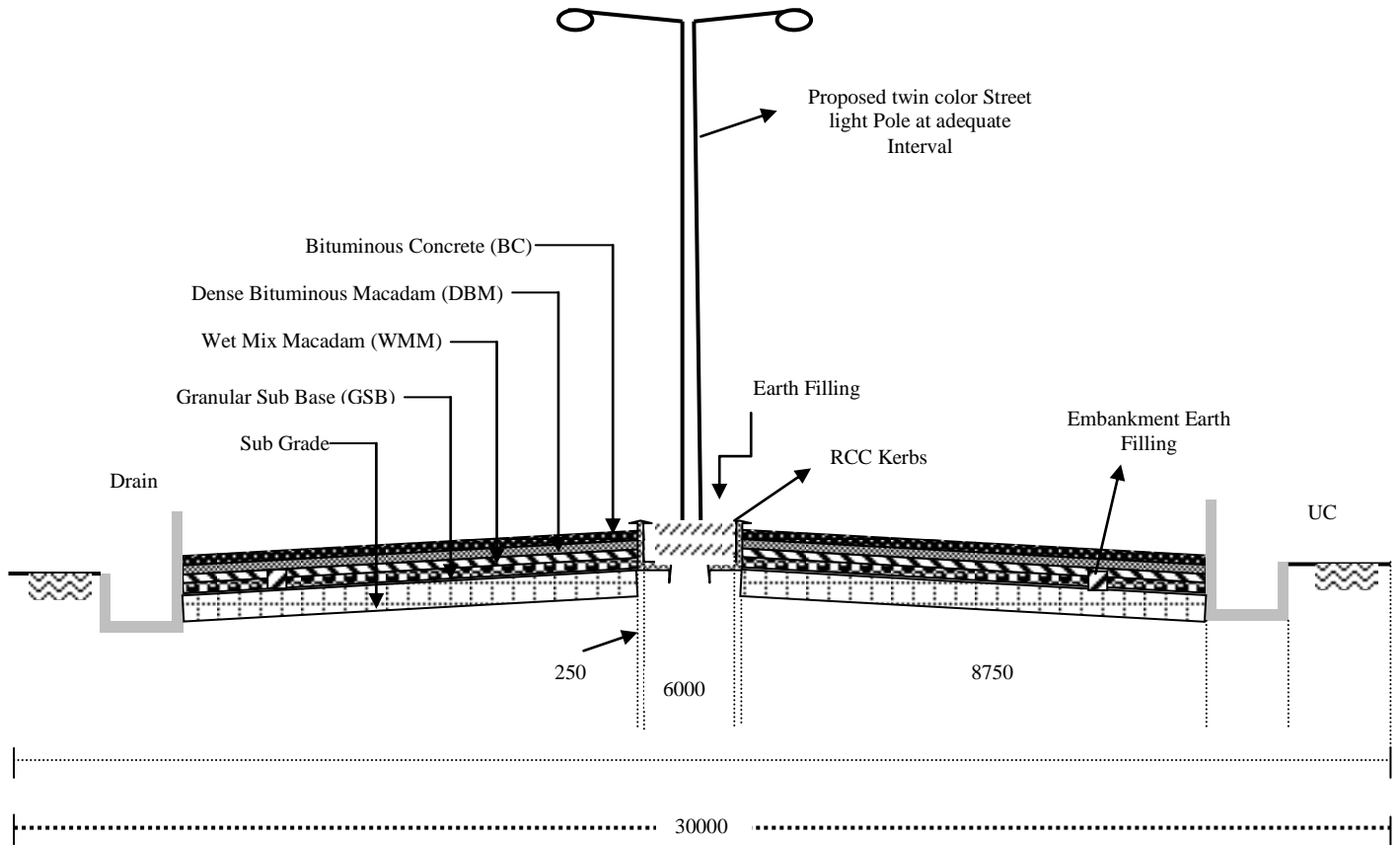
### APPENDIX – III

#### A. The schematic master plan of the proposed Polymer Park



**B. Typical Cross-section – 30m RoW**

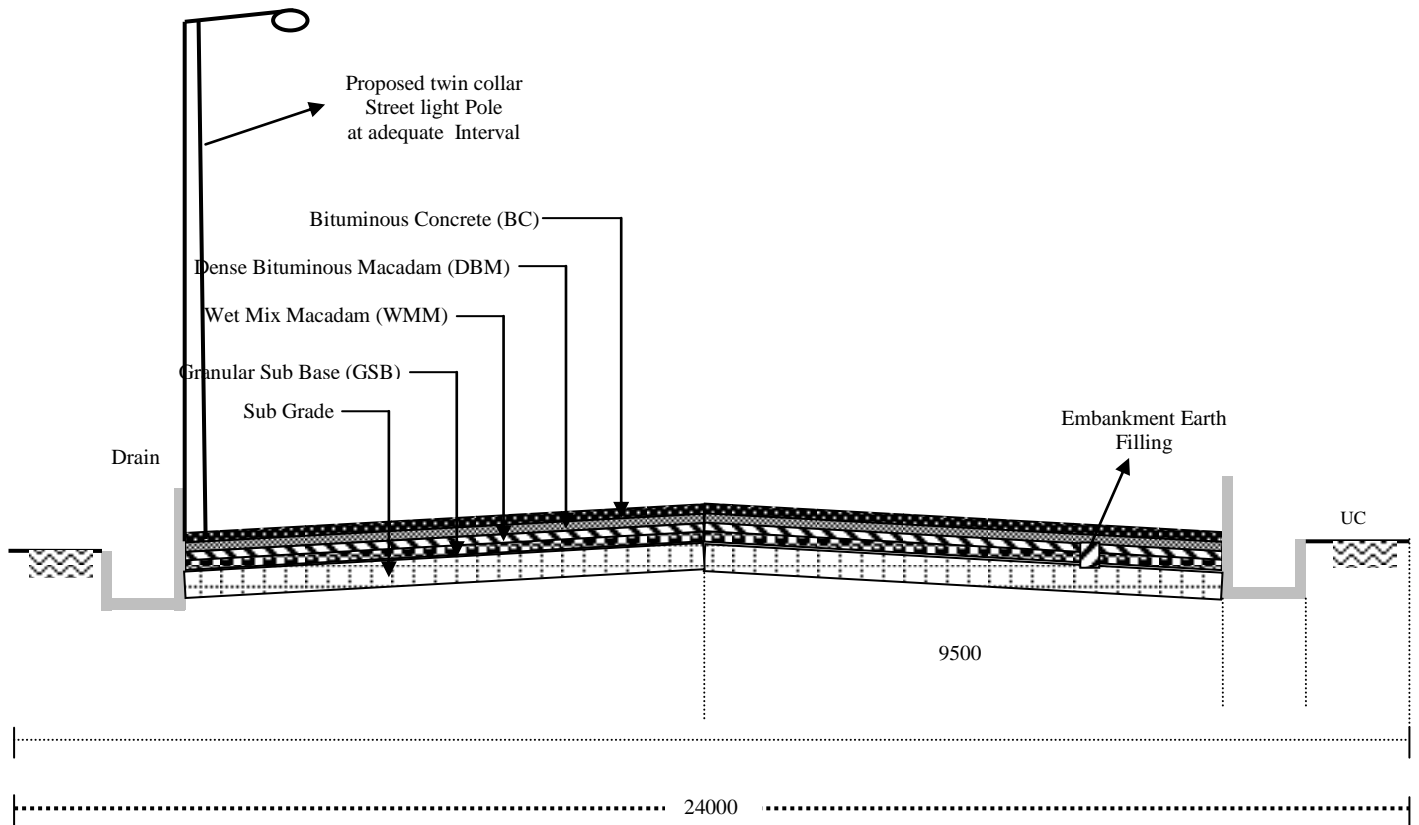
**ROAD CROSS SECTION (30M WIDE) – (FOUR LANE)**



CENTER MEDIAN (M)	- 6000 MM WIDTH
CARRIAGE WAY (CW)	- 8750 MM ON BOTH SIDES
KERB	- 250 MM ON BOTH SIDES

### C. Typical Cross-section – 24m RoW

#### ROAD CROSS SECTION (24 M WIDE) – (TWO LANE)



#### **ROAD CROSS SECTION (24M WIDE)**

CARRIAGE WAY (CW) - 9500 MM ON BOTH SIDES

The design parameters mentioned above is only indicative and the EPC contractor shall submit the detailed design/drawings as indicated in clause 6.4.B in the RFP. TPIPL has the right to modify/change the design/ drawings according to the site conditions.

**DECLARATION FORM**

Date: \_\_\_\_\_

a) I/We ..... having our office at ..... do declare that I/We have carefully read all the conditions of tender sent to me/us by the M/s Tamilnadu Polymer Industries Park Limited, for the RFP floated vide ref.no. \_\_\_\_\_ for Engineering-Procurement-Construction (EPC) contractor for development of basic infrastructure at Polymer Industries Park in Voyalur and Puzhudivakkam Villages, Thiruvallur District and complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) / [www.tidco.com](http://www.tidco.com) / [www.tnpolymerpark.com](http://www.tnpolymerpark.com) and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I/We am/are liable to be banned from doing business with M/s Tamilnadu Polymer Industries Park Limited or prosecuted.

**SIGNATURE OF THE BIDDER**

**(WITH SEAL AND ADDRESS)**