



Request for Proposal (RFP)

Construction of Common Facility Centre at Karukurichi, Tirunelveli District for Clay Craft

Tender Ref.: TNHDC/1739/DC/17-18

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Table of Contents

1. Introduction	7
2. Tender Schedule	8
3. Tender Eligibility Criteria	9
4. Instructions to the Bidders	10
4.1 Language of the Bids	10
4.2 Bid Currency	10
4.3 Letter of Authorisation	10
4.4 Clarifications and Amendments	10
4.5 Contacting the Tender Inviting Authority	11
4.6 Cost of Bidding	11
4.7 Tender Document Fee	11
4.8 Earnest Money Deposit (EMD)	11
4.9 Tender Envelopes	11
4.10 Technical Bid (Envelope-A)	12
4.10.1 Bid Preparation	12
4.10.2 Details to be furnished	12
4.10.3 Signing the Bid	14
4.10.4 Sealing the Bid	14
4.11 Price Bid (Envelope-B)	14
4.11.1 Details to be furnished	14
4.11.2 Signing the Bids	15
4.11.3 Sealing the Bid	15
4.12 Outer Cover	15
4.13 Mode of Submission of Tender	15
4.14 Modification and withdrawal of Bids	15
4.15 Tender Opening and Initial Scrutiny	16
4.15.1 Technical Bid (Envelope-A) Opening	16
4.15.2 Tender Validity	16
4.15.3 Initial Scrutiny during Tender opening	16
4.15.4 Clarifications by TNHDC	16
4.16 Technical Bid Evaluation	16
4.16.1 Suppression of facts	16
4.16.2 Bid compliance with Eligibility Criteria	17
4.16.3 Selection of Technically Qualified Bidder	17
4.17 Price Bid Evaluation	17
4.17.1 Price Bid opening	17
4.17.2 Determination of Lowest Evaluated Price	17
4.18 Rejection of Tender of banned Tenderer	17
4.19 Acceptance of the Bid	18
4.20 Notification of Award	18
4.21 Refund of EMD amount	18
4.22 Remittance of Security Deposit (SD)	19
4.23 Award of Contract	19

5. Scope of Work	19
5.1 Introduction	19
5.2 Review and Monitoring	19
5.3 Other Clauses	19
Annexure-1 Bidder's covering letter	20
Annexure-2 Bank Guarantee Format	22
Annexure-3 Contract Terms	24
A1. Definitions	24
A2. Interpretations	25
A3. Whole Documents.....	25
A4. Contract Period	25
A5. No Partnerships	26
A6. No assignment	26
A7. Scope of Work	26
A8. Contract Price	26
A9. Issue of Work Order.....	26
A10. Project Period	27
A11. Payment Terms.....	27
A12. Taxes	27
A13. Termination of Contract	27
A13.1 Termination for default.....	27
A13.2 Termination for Insolvency.....	28
A13.3 Effects of Termination.....	28
A14. Fraudulent Practice.....	28
A15. Co-operation	28
A16. Indemnity	29
A17. Severability	29
A18. Limitation of Liability.....	29
A19. Refund of SD	29
A20. Intellectual Property Rights (IPR)	29
A21. Notices	29
A22. Force Majeure.....	30
A23. Arbitration.....	30
A24. Exit Clause.....	30
Technical Bid (Envelope-A)	32
T1. Earnest Money Deposit details	33
T2. Bidder's Bank Account Details.....	33
T3. Furnish details for meeting the Eligibility Criteria.....	33
T3.1 Bidder's Legal Status	33
T3.2 Bidder's Overall Experience	34
T3.3 Bidder's relevant experience	34
T3.4 Bidder's Annual Turnover	34
T3.5 Bidder's local Office details.....	35
T4. Work Plan Schedule	35
Price Bid (Envelope-B)	36
<u>T4.1 Price Bid details</u>	<u>37-44</u>
<u>T4.2 Diagram</u>	<u>45&46</u>

Disclaimer

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

Definitions

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

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

#	Terms	Definitions
13.	Bank Guarantee	Bank Guarantee means the Bank Guarantee given by the TENDERER to TNHDC for a percentage of contract value and for a period specified in this Tender document from the date of signing of the contract and renewed whenever a contract is renewed.
14.	Agreement	The agreement means the agreement to be entered between TNHDC and TENDERER with all its appendices and annexure and any amendments thereto made in accordance with the provisions herein, read in conjunction with this Request for Proposal (RFP) document, and the bid response including its further revisions, associated documentation as the situation may deem necessary.
15.	Force Majeure	Force Majeure means any event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
16.	Material Breach	Material Breach means not submitting any deliverables, as mentioned in the Scope of Work and not rectifying the default within the days of being notified of the default.
17.	Other Terms	Other terms used in the Tender but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000 and the Companies Act, 1956, as the case may be, as amended from time to time.

1. Introduction

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

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

To encourage artisans to produce innovative design and to market and sell the handicrafts products produced by the artisans the Corporation is setting up common facility centres at various crafts clusters including languishing crafts across Tamil Nadu for the benefit of the artisan community. This common facility centre (CFC) is a common place where the artisans of the particular craft converge at that place for making the handicraft product they produce with the tools and machineries installed in the CFC. This CFCs will cater the need of the economically backward artisans and for uplifting the livelihood. The handicrafts produced at the CFCs will be marketed through the showrooms and at exhibitions for purchase of the end users.

One such Common Facility Centre for languishing craft Clay and Pottery have been proposed to be constructed at Karukurichi in Tirunelveli district. By constructing of this Common Facility Centre the artisans of this particular craft will immensely benefited.

More details about the Corporation may be understood by visiting www.poompuhar.com/tnhdc website.

2. Tender Schedule

#	Parameters	Details
1.	Tender Inviting Authority, Designation, and Address	The Managing Director Tamil Nadu Handicrafts Development Corporation Limited, 759 Anna Salai, Chennai – 600 002 Phone:(044) 2852 1271/1325/5094 Fax: (044) 2852 4231 Email: tamilnaduhandicrafts@yahoo.co.in
2.	Tender Reference	TNHDC/1739/DC/17-18
3.	Tender documents available place and the due date for obtaining tender	On all working days between 11.00 AM and 4.00 PM from the Address mentioned in (1) above before 30.03.2022 Alternatively, Tender documents can be downloaded free from websites www.poompuhar.com/tnhdc and www.tenders.tn.gov.in .
4.	Tender Fee	1000/- (Rupees One Thousand Only)
5.	Earnest Money Deposit (EMD)	Rs.15,000/- (Rupees fifteen thousand only) by way of Demand Draft drawn in favour of "Tamil Nadu Handicrafts Development Corporation Ltd" payable at Chennai only.
6.	Tender Value	Rs. 15,00,000/- approximately (Excluding GST)
7.	Pre-Bid meeting date and place	A pre-bid meeting will be held on 22.03.2022 at 11:00 AM at the address mentioned in (1) above.
8.	Due Date, Time and Place of submission of sealed Tender	Sealed Tenders shall be submitted on or before 30.03.2022 at 2.00 PM at the address mentioned in (1) above.
9.	Date, Time and Place of Opening of Technical Bids	Technical Bids will be opened on 30.03.2022 at 3.00 PM at the address mentioned in (1) above.
10.	Date, Time and Place of the opening of Price Bids	Opening of Price Bid of Technically Qualified Bidders will be done on the same day.

3. Tender Eligibility Criteria

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

#	Minimum Eligibility Criteria	Supporting documents required
1.	Bidder should be an organisation registered under the Companies Act 1956 or a Partnership Firm or Sole Proprietary Firm in India	<p><u>In case of registered Companies:</u> Copy of the Certificate of Incorporation shall be submitted.</p> <p><u>In case of Partnership Firms:</u> Copy of the Partnership Registration Certificate shall be submitted.</p> <p><u>In case of or Sole Proprietary:</u> Copy of the Firm /registration shall be submitted.</p> <p><u>All the Bidders shall submit the following documents:</u> Copy of the Permanent Account Number (PAN) Copy of the GST Registration Certificate</p>
2.	Bidder should have at least 3 years of work experience in the field of constructions work	Copy of the Work Orders issued by various Organisations shall be submitted.
3.	Bidder should have successfully executed construction projects / orders to various Government / Private Organisations in India during the past 3 years.	<p>a) Copy of the Work Orders with cumulative order value of Rs.40 lakhs issued by various Governments/ Private Organisations shall be submitted.</p> <p>b) Copy of work completion certificate or performance certificate issued by Government/ Private Organisations shall be submitted.</p>
4.	Bidder should have an average Annual Turnover of Rs.50.00 lakhs or more in the last three Audited Financial years. (Year 2020-2021, Year 2019-2020 & Year 2018-2019)	Bidder should submit Auditor's Certificate along with Profit and Loss Accounts for the last three audited Financial Years.
5.	Bidder should have Office in Chennai and/or Tirunelveli.	Copy of the Address proof of the Chennai Office like Land line telephone bill, rent receipt, etc in the name of the Bidder shall be submitted.
6.	Bidder should not have blacklisted	Self-declaration letter to be provided by authorised person of the Organisation

4. Instructions to the Bidders

4.1 Language of the Bids

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

4.2 Bid Currency

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

4.3 Letter of Authorisation

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

4.4 Clarifications and Amendments

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

4.5 Contacting the Tender Inviting Authority

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

4.6 Cost of Bidding

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

4.7 Tender Document Fee

- 1) The printed copy of the Tender documents may be obtained from the office of TNHDC by paying Rs.1000/-. The Tender document is not transferable to any other Bidder.
- 2) Alternatively the Tender document can be downloaded from the designated websites mentioned in the Tender Schedule.

4.8 Earnest Money Deposit (EMD)

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

4.9 Tender Envelopes

- 1) Bidders should examine all Instructions, Terms & Conditions and Technical specifications as given in the Tender document. Failure to furnish information in the Bid or submission of Bids not substantially responsive/viable in all respects will be at Bidders' risk and may result in rejection of bid. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.

- 2) The Bids should be submitted in two envelopes namely (1) Technical Bid and (2) Price Bid. The Technical Bid and Price Bid shall be submitted in two separate covers as explained below. The Bids shall be addressed to "The Managing Director, The Tamil Nadu Handicrafts Development Corporation Ltd, 759 Anna Salai, Chennai- 600 002.

4.10 Technical Bid (Envelope-A)

4.10.1 Bid Preparation

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

4.10.2 Details to be furnished

- 1) The EMD amount as specified in the Tender should be submitted. Tenders received without EMD amount will be rejected.
- 2) A covering letter in the Bidder's Letter Head (in the format given in Annexure-1) should be submitted.
- 3) An Authorisation letter or Power of Attorney as specified in the Tender document should be submitted. The Tenders received without Authorisation letter or Power of Attorney will not be considered for further processing.
- 4) The blank Tender document in full along with Corrigenda shall be printed, signed by the Authorised Signatory of Tender, sealed in all pages and submitted in the Technical Bid as a token of acceptance of the Tender conditions.
- 5) The Technical Bid (Envelope-A) should be duly filled in the format given in the Tender document, signed by the Authorised Signatory and stamped in all the pages and should be submitted.
- 6) All the supporting documents to establish proof of Bidder's eligibility to participate in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted. The supporting documents shall establish Bidder's eligibility otherwise the Bid will be rejected.
- 7) The Auditor's Certificate, Annual Report, Profit & Loss Account should be signed by the Authorised Signatory and stamped in all pages and should be submitted.
- 8) Any other documents as specified in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted. No document shall be allowed to be supplemented / exchanged after opening of the Tender.
- 9) The tenderer shall submit full details of his ownership and control or, if the tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

- 10) If the tenderer is a joint venture / consortium / group / partnership of two or more persons, all such persons shall be jointly and severally liable to Tamil Nadu Handicrafts Development Corporation Limited for the fulfilment of the terms of the contract. Such person's shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the TNHDC.
- 11) Tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer or if any of the partners in a joint ventures or any one of the members of the consortium participates in more than one tender, the tender are liable to be rejected.
- 12) In case the tenderer has any doubt about the meaning of anything contained in the tender document, he/she shall seek clarification from The Assistant Manager (DC), Tamil Nadu Handicrafts Development Corporation Limited, sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all tenderer without disclosing the identity of the tenderer seeking clarification. All communications between the bidders and the Assistant Manager (DC), Tamil Nadu Handicrafts Development Corporation Limited shall be carried out in writing.
- 13) Any and all the exemption which the tenders may have, in any of the clauses in the specification and general conditions of service should be clearly outlined in the schedule of deviation, SCHEDULE – A (Part B– To be enclosed in Envelope I).Failing which the offer will be deemed to conform fully to the specifications and general terms and conditions.
- 14) It may be noted that the tenders not containing full particulars called for in complete shape are liable to be rejected. Tenders not properly authenticated by the tenderer will be rejected. Tender documents should be duly signed by the tenderer in all pages.
- 15) Except for any such written clarification by Assistant Manager (DC), Tamil Nadu Handicrafts Development Corporation Limited, before opening of technical bids which is expressly stated to be an addendum to the tender document issued by the office of the Chairman & Managing Director, Tamil Nadu Handicrafts Development Corporation Limited, no written or oral communication, presentation or explanation by any other employee of Tamil Nadu Handicrafts Development Corporation Limited, shall be taken to bind or fetter the of Tamil Nadu Handicrafts Development Corporation Limited, under the contract.
- 16) Tenders and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretations.
- 17) All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him / them in figures. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.

- 18) Technical Details ((Envelope-I), Price Bid ((Envelope-II)) shall be in separate sealed envelopes, each marked as (Envelope-I) and (Envelope-II). The two covers shall be put into another sealed enveloped superscripting there on "Tender Reference No. TNHDC/1739/DC/17-18 Execution of Civil works relating to "Construction of Common Facility Centre at Karukurichi for Clay Craft".

The Managing Director,
Tamil Nadu Handicrafts Development Corporation Limited,
Corporate Office
No.759, Anna Salai, Chennai-2.

4.10.3 Signing the Bid

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

4.10.4 Sealing the Bid

- 19) The Technical Bid shall be placed in a separate cover (Envelope-A) and sealed. The Technical Bid cover shall be super scribed as Execution of "Construction of Common Facility Centre at Karukurichi for Clay Craft".

Tender No: TNHDC/1739/DC/17-18, due on 30.03.2022. The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

4.11 Price Bid (Envelope-B)

4.11.1 Details to be furnished

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

4.11.2 Signing the Bids

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

4.11.3 Sealing the Bid

20) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed. The Price Bid cover shall be super scribed as Civil works relating to "Construction of Common Facility Centre at Karukurichi for Clay Craft".

Tender No: TNHDC/1739/DC/17-18, due on 30.03.2022. The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

4.12 Outer Cover

21) The Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed. The outer cover shall be super scribed as Civil works relating to "Construction of Common Facility Centre at Karukurichi for Clay Craft".

Tender No: TNHDC/1739/DC/17-18, due on 30.03.2022. The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

4.13 Mode of Submission of Tender

- 1) The Bid should be dropped in the Tender box kept at TNHDC's Corporate Office at the address mentioned in Tender Schedule on or before the due date and time as specified in the Tender Schedule. The TNHDC will not receive the Bids personally.
- 2) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bids reach TNHDC office on or before the due date and time as specified in the Tender Schedule. The TNHDC would drop the postal Bids in the Tender box if the Bids received reaches TNHDC Office before the due date and time as specified in the Tender Schedule. TNHDC will not be liable or responsible for any damage, postal delay or any other delay whatsoever.
- 3) The Bids received after Due Date and Time as specified in the Tender Schedule or Unsealed or transmitted through Facsimiles or electronically will be summarily rejected.

4.14 Modification and withdrawal of Bids

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

4.15 Tender Opening and Initial Scrutiny

4.15.1 Technical Bid (Envelope-A) Opening

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

4.15.2 Tender Validity

The price quoted by the Bidder shall be kept valid for a period of 120 days from the date of Tender opening of Technical Bid (Envelope-A). If any of the Bids has lesser price validity, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the contract. In exceptional circumstances, TNHDC may solicit the Bidders to extend the price validity and Bid security validity for further period and Bidders should agree for this.

4.15.3 Initial Scrutiny during Tender opening

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

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

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

4.15.4 Clarifications by TNHDC

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

4.16 Technical Bid Evaluation

4.16.1 Suppression of facts

- 1) During the Technical Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of TNHDC, TNHDC shall have the right to reject the Bid. If the Bidder has already been selected, then TNHDC would terminate/void the contract as the case may be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be shall be forfeited.

- 2) Bidders should note that any facts and figures like quantity, numbers, currency value, etc., in the supporting documents submitted by the Bidders for proving their eligibility criteria is found suppressed or erased, TNHDC shall have the right to seek the correct facts and figures, or reject such Bids. It is the Bidders responsibility to submit the full copies of the supporting documents to prove its eligibility otherwise TNHDC at its discretion may not consider such supporting documents.

4.16.2 Bid compliance with Eligibility Criteria

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

4.16.3 Selection of Technically Qualified Bidder

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

4.17 Price Bid Evaluation

4.17.1 Price Bid opening

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

4.17.2 Determination of Lowest Evaluated Price

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

4.18 Rejection of Tender of banned Tenderer

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

4.19 Acceptance of the Bid

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

4.20 Notification of Award

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

4.21 Refund of EMD amount

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

- a) Each bidder must pay an Earnest Money Deposit of Rs.15,000/- (Rupees fifteen thousand only) by way of demand draft in favour of "Tamil Nadu Handicrafts Development Corporation Limited", payable at Chennai or "Bank Guarantee" also can be accepted.
- b) Tenders not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected.
- c) The Earnest Money Deposit of unsuccessful tenderers will be returned after the finalization of tender within a reasonable time consistent with the rules and regulations.
- d) The Earnest Money Deposit furnished for any other tenders by the bidders and if any already available with the Tender Inviting Authority cannot be considered as an EMD for this tender.
- e) The EMD amount held by the Tender Inviting Authority till it is returned to the unsuccessful bidder will not earn any interest thereof.
- f) The EMD amount of successful bidders will be retained as a part of Security Deposit (SD) for successful execution of the project.
- g) The EMD amount shall be forfeited if: The bidder withdraws the bid during the period of bid validity specified in the tender (or) in the case of the successful bidder, if the bidder fails to sign the contract or to remit Security Deposit or adhere to the time schedule.

4.22 Remittance of Security Deposit (SD)

- 1) The Successful Bidder shall be required to remit a Security Deposit equivalent to 5% (Five percent) on the total value of the order, inclusive of EMD amount by way of demand draft drawn in favour of "Tamil Nadu Handicrafts Development Corporation Limited" payable at Chennai or in the form of unconditional irrevocable Bank Guarantee in the Bank Guarantee Format (in the format given in Annexure-2), valid for a period equivalent to the delivery period plus exit period from the date of notification of award.
- 2) The Security Deposit furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of Contract. The Security Deposit held by TNHDC till it is refunded to the Successful Bidder will not earn any interest thereof.
- 3) The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Tender validity as specified in the Tender document.

4.23 Award of Contract

The Successful Bidder shall execute a Contract in the Contract Form (in the format as given in Annexure-3) in Rs.100/- non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder, within one week from the date of remittance of Security Deposit. The L1 Bidder will be given a preference with major share of the work. The Security Deposit will be forfeited if the Successful Bidder fails to sign the contract.

5. Scope of Work

5.1 Introduction

The nature of the work is to do civil works relating to "Construction of Common Facility Centre at Karukurichi for Clay Craft".

To encourage artisans to produce innovative design and to market and sell the handicrafts products produced by the artisans the Corporation is setting up common facility centres at various crafts clusters including languishing crafts across Tamil Nadu for the benefit of the artisan community. This common facility centre (CFC) is a common place where the artisans of the particular craft converge at that place for making the handicraft product they produce with the tools and machineries installed in the CFC. This CFCs will cater the need of the economically backward artisans and for uplifting the livelihood. The handicrafts produced at the CFCs will be marketed through the showrooms and at exhibitions for purchase of the end users.

One such Common Facility Centre for languishing craft Clay and Pottery have been proposed to be constructed at Karukurichi in Tirunelveli district. By constructing of this Common Facility Centre the artisans of this particular craft will immensely benefited.

5.2 Review and Monitoring

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

5.3 Other Clauses

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

Annexure-1 Bidder's covering letter

(Letter should be submitted in Bidders' Letter Head)

Letter ref.: _____ dated _____

To,

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

Dear Madam,

Sub: Undertaking for "Construction of Common Facility Centre at Karukurichi for Cay Craft" – Reg.

Ref: Tender Reference _____

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

8. I hereby confirm that I am entitled to act on behalf of our organisation and empowered to sign the Bid document as well as such other documents. The Power of Attorney/ Letter of Authorisation required in this connection is enclosed in the Technical Bid.

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Bidder:

Stamp of bidder:

Annexure-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper purchased in Tamil Nadu)

Letter ref.: _____ dated _____

To,

The Managing Director
The Tamil Nadu Handicrafts Development Corporation Limited
759 Anna Salai,
Chennai - 600002

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our head Office at(address) (hereinafter referred to as "the Bank") in favour of The Tamil Nadu Handicrafts Development Corporation Ltd (hereinafter referred to as "TNHDC") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as TENDERER) against Notification of Award _____ dated ___/___/___ of _____. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by TNHDC under the Guarantee served on the Bank or before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the TENDERER shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the TENDERER'S performance obligations for a period of in accordance with the contract.

AND WHEREAS we have agreed to give the TENDERER a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the TENDERER up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the TENDERER to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs._____/ - (Rupees _____ only). This Bank Guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at Chennai.

Witness:
(Name in Block Letters)

(Signature)

Annexure-3 Contract Terms

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

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

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

and

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

Whereas TNHDC invited a Tender "Construction of Common Facility Centre at Karukurichi for Cay Craft" and the TENDERER herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

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

A1. Definitions

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

1. "Day" means a calendar day
2. "Month" means English calendar month
3. "Applicable Law" means the Laws and any other instruments having the force of Law in Tamil Nadu as they may be issued and in force from time to time
4. "Services" means the work to be performed by the TENDERER as per the Scope of Work described in the Tender
5. "Bank Guarantee" means the Bank Guarantee given by the TENDERER to TNHDC for percentage of contract value and for a period specified in this Tender document from the date of signing of the contract and renewed whenever contract is renewed.
6. "Contract" means this Contract entered between TNHDC and TENDERER
7. "Whole Documents" means the documents listed under Whole Documents with all its appendices and annexure and any amendments thereto made in accordance with the provisions of Request for Proposal (RFP) document as the situation may deem necessary.
8. "Force Majeure" means an event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.

9. "Material Breach" means not submitting any deliverables, as mentioned in the Scope of Work and not rectifying the default within the days of being notified of the default
10. Other terms used in the Contract but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000 and the Companies Act, 1956, as the case may be, as amended from time to time.

A2. Interpretations

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

A3. Whole Documents

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

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

A4. Contract Period

This Contract shall remain in force for a period 180 days (Content delivery period plus additional content creation) from the date of signing of this Contract.

A5. No Partnerships

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

A6. No assignment

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

A7. Scope of Work

The nature of the work is to do civil works relating to "Construction of Common Facility Centre at Karukurichi for Clay Craft".

To encourage artisans to produce innovative design and to market and sell the handicrafts products produced by the artisans the Corporation is setting up common facility centres at various crafts clusters including languishing crafts across Tamil Nadu for the benefit of the artisan community. This common facility centre (CFC) is a common place where the artisans of the particular craft converge at that place for making the handicraft product they produce with the tools and machineries installed in the CFC. This CFCs will cater the need of the economically backward artisans and for uplifting the livelihood. The handicrafts produced at the CFCs will be marketed through the showrooms and at exhibitions for purchase of the end users.

One such Common Facility Centre for languishing craft Clay and Pottery have been proposed to be constructed at Karukurichi in Tirunelveli district. By constructing of this Common Facility Centre the artisans of this particular craft will immensely benefited.

A8. Contract Price

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

A9. Issue of Work Order

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

A10. Project Period

The work shall be completed within 100 days from the date of issuing work order / handing over of site.

A11. Payment Terms

- 1) The payment mode will be paid based on the completion level of the construction stated below.

#	Milestones	Payment mode
1.	Advance after accepting the work order (1 st advance)	25%
2	Preparation of the site, completion of brick work for s/s, Layer of concrete roof work	40%
3.	Finishing the interior work like plastering, painting, flooring, electrical etc.,	25%
4	After completion of the work.	10%

A12. Taxes

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

A13. Termination of Contract

A13.1 Termination for default

- 1) TNHDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the TENDERER, terminate the contract in whole or part;
- (i) If the TENDERER fails to deliver any or all of the goods/services within the period specified in the Contract, or fails to supply the items/services as per the Delivery Schedule or within any extension thereof granted by TNHDC; or
 - (ii) If the TENDERER fails to perform any of the obligations under the contract; or
 - (iii) If the TENDERER, in the considered judgement of TNHDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- 2) In the event TNHDC terminates the Contract in whole or in part, TNHDC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those delivered and the TENDERER shall be liable to TNHDC for any additional costs for such similar goods/services. However, the TENDERER shall continue the performance of the contract to the extent not terminated.

A13.2 Termination for Insolvency

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

A13.3 Effects of Termination

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

A14. Fraudulent Practice

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

A15. Co-operation

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

A16. Indemnity

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

A17. Severability

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

A18. Limitation of Liability

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

A19. Refund of SD

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

A20. Intellectual Property Rights (IPR)

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

A21. Notices

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

- 1) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- 2) Having the same delivered by courier with receipt acknowledged at the address set forth

above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

A22. Force Majeure

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

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

A23. Arbitration

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

A24. Exit Clause

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

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

For and on behalf of
TENDERER

For and on behalf of TNHDC

Witness:

Witness:

Witness:

Witness:



Request for Proposal (RFP)

Construction of Common Facility Centre at Karukurichi, Tirunelveli District for Clay Craft

Tender Ref.: TNHDC/1739/DC/17-18

Volume-2 Technical Bid (Envelope-A)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Technical Bid (Envelope-A)

T1. Earnest Money Deposit details

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

T2. Bidder's Bank Account Details

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

T3. Furnish details for meeting the Eligibility Criteria

T3.1 Bidder's Legal Status

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

T3.2 Bidder's Overall Experience

#	Description	Please fill up the details
1.	No. of years in Construction of Civil Works	From Year: _____ To Year: _____ No. of Years:
2.	Please furnish details of work orders executed	
3.	Customer name	
4.	Project name	
5.	Work Order or Agreement reference	
6.	Project status	
7.	Enclose copy of the Work Order or Agreement	

T3.3 Bidder's relevant experience

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

T3.4 Bidder's Annual Turnover

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

T3.5 Bidder's local Office details

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

T4. Work Plan Schedule

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

#	Task	Skill set	Man-month	Timeline in Months (M)					
				M-1	M-2	M-3			M-n
1									
2									
3									
n									

Signature of the Authorised Signatory of Tender:
 Name of Authorised person:
 Designation of Authorised person
 Name and Address of Bidder:
 Stamp of bidder:



Request for Proposal (RFP)

Construction of Common Facility Centre at Karukurichi, Tirunelveli District for Clay Craft

Tender Ref.: TNHDC/1739/DC/17-18

Volume-3 Price Bid (Envelope-B)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)
759 Anna Salai, Chennai – 600 002
Phone:(044) 2852 1271/1325/5094
Fax: (044) 2852 4231
Email: tamilnaduhandicrafts@yahoo.co.in

Price Bid (Envelope-B)

PROPOSED CONSTRUCTION OF POOMPUHAR COMMON FACILITY CENTER, Karukurichi - Trunelveli						
S.No	DESCRIPTION OF WORK	QUANTITY	UNIT	RATE	AMOUNT	REMARKS
1	Earth work excavation for foundation with initial leads and lifts in all soils to full depth as directed except hard rock blasting inclusive of shoring, strutting and bailing out water wherever necessary, refilling the sides of foundation with the excavated earth in 15cm layers well watered, rammed and consolidated depositing the surplus earth with in the compound with an initial lead of 10 mts. and lift of 2 mts. and clearing, leaving, sites etc., complete					
		93.000	Cum			
2	Supplying and filling with good clean river sand in layer of 15 cm thick including cost and conveyance of sand from approved sources to work site and labor charges for filling, watering consolidated and ramming with the each layers by using Mechanical Earth Rammer etc., complete as per standard specification. (foundation & basement)					
		25.250	Cum			
3	Filling in Basement with Excavated Earth , (i.e.) Excess earth From the foundation and in layers of 15 cm thick including labor charge for filling, watering consolidated and ramming with the each layers by using Mechanical Earth Rammer etc., complete as per standard specification as directed by the Architect.					
		26.580	Cum			

4	Supplying and filling in Basement with approved Earth or Well Gravel (away from the site) including cost and conveyance of the earth or well gravel from the approved sources and in layers of 15 cm thick including labor charge for filling, watering, consolidated and ramming with the each layers by using the Mechanical Earth Rammer etc., complete as per standard specification as directed by the Architect.					
		26.580	Cum			
5	Cement concrete 1:4:8 (one cement four River sand and Eight Aggregate) mix using 40mm ISS size HBG metal from approved quarry including cost and conveyance of all material to site. The Rates including all labor charges for mixing, watering with all leads for good water and laying compacting and curing the concrete and all other incidental charges such as shoring, strutting, bailing out water etc., complete as per standard specifications					
	A) For Foundation	11.300	Cum			
	B) for Basement Flooring	13.960	Cum			
6	Vibrated reinforced cement concrete M20 Mix-1:1.5:3 using ISS HBG metal from approved quarry for all RCC works including cost and conveyance of all material to work site. The Rates including all cost and labor charges for mixing the concrete laying, vibrating watering with all leads for good water and curing and compacting the concrete, cost of centering and all other incidental charges etc., complete such as working in heights scaffolding charges etc., but excluding cost of steel and fabrication charges including fixing fan clamps and fixtures in R.C.C works where ever necessary etc., complete as per standard specifications					
	Footing, column, Plinth & Roof Level Tie beam	24.580	Cum			

7	Supply of following steel rods Grade-1 tested including fabrication charges for all RCC items including cost and conveyance of steel, The Rates labor for Straightening, bending, cranking, cleaning the rods, cutting or joining to obtain necessary lengths bending to shape providing grills by tying with un yield mild steel wire of approved gauge or welding hoisting and provisions for fan hooks in position into final set in the form work as directed by the Architect before concreting (joining of rods of dia above 20mm will be done by electric welding and in other cases splicing the rod) providing over laps, cement mortar cover blocks, spacer bars etc., complete including cost and conveyance of electrodes and binding wire and power for welding etc., as per standard specification -IN ALL FLOORS					
		3.060	Tonne			
8	Supplying and Erecting , centering for sides and soffits of reinforced cement concrete plain surfaces such as rectangle beams, slabs, including strutting for 3.66m height using MS sheets of size 90cmx60cm, 10gauge stiffened with welded MS angles of size 25x25 x3mm laid over adjustable span spaced at 90cm c/c and supported by steel props with adjustable screw jack arrangements spaced 60cm c/c wherever necessary including dismantling the same etc., complete as directed and complying with standard specifications					
	All Levels	186.000	Sqm			
9	Brick work in cement mortar 1:5 (one cement five river sand) using Fly Ash/ champer clay bricks including cost and conveyance of all materials from approved sources to work site. The Rates including labor charges for mixing the mortar, watering with all leads for good water curing and all other incidental charges for working on heights and scaffolding charges etc., complete					
		36.550	Cum			

10	Brick partition wall, 11.5cm thick using FLY ASH / champer clay bricks with cement mortar 1:3 (one cement three river sand)including fixing hoop iron reinforcement if necessary which will be supplied at free at cost including cost and conveyance of all materials to the site. The Rates including all cost of labor and all the leads for good water and other incidental charges scaffolding charges curing etc., complete for superstructure as per standard specification as directly by the Architect.					
		35.890	Sqm			
11	Plastering with Cement mortar 1:5 (one cement and five river sand) 12mm thick smooth finishing for internal faces of walls including cost and conveyance of all materials from approved sources to work site. The Rates including all labor charges for mixing the mortar watering with all leads for good water, curing and all other incidental charges etc., complete as [per standard specification as directed by the Architect.					
		212.650	sqm			
12	Plastering with Cement mortar 1:5 (one cement and five river sand) 12mm thick sponge finishing for external faces of walls in all floors (Full Heights) including cost and conveyance of all materials from approved sources to work site. The Rates including all labor charges for mixing the mortar watering with all leads for good water, curing and all other incidental charges and Scaffolding arrangement at all level etc., complete as per standard specification as directed by the Architect					
		186.000	sqm			

13	Providing and Finishing with GRANOLITHIC FLOORING of 50 mm Thick with C.C 1:2:4 (one cement two river sand and four stone jelly)(parking area)using 10mm to 12.5mm HBG stone jelly and the top to be finished with ELECTRIC POWER TROWEL and providing groove cutting at regular intervals including cost and conveyance of all materials to site etc., complete as per standard specification as directed by the Architect.IN ALL FLOORS					
		93.000	sqm			
14	Supplying and paving the floor with ANTI SKID CERAMIC TILES of NITCO/ASIAN/KAJARIA make approved color of size 300mmx300mm with cement mortar 1:3 (one cement and three river sand), pointing the joints with Tie Grout or Tile matt paste neatly including cost and conveyance of all materials from approved source to site. The Rate including cost all labor charges for laying the tiles and all the leads for good water and other incidental charge etc., complete as per specification as directed by the Architect.IN TOILET FLOORS					
		1.800	sqm			
15	Supplying and Dadoing and Skirting walls with glazed tiles of NITCO/ASIAN/KAJARIA make approved color of size 600mmx300mm with cement mortar 1:3 for kitchen , plate wash & toilet side walls (one cement and three river sand). The exposed joints to be pointed with tile matching powder (0.4kg/sqm)neatly and finished as per the direction of the departmental officer etc., including cost and conveyance af all materials from approved source to site. The Rate including all labor charges the tiles and all leads for good water and other incidental charge etc., complete as per standard specification as directed by the Architect.					
		25.000	sqm			

16	Supplying & painting two coats with ISI plastic Emulsion paint for Internal wall surface of approved make (low VOC) over a primer cost of approved make (one coat primer and two coats of plastic Emulsion paint over that) including cost conveyance of all materials to site and all labor charges for painting including cost of primer, cement based Ready mixed wall putty and plastic Emulsion paint etc., in all floors and all incidental charges, scaffolding arrangement etc., complete as standard specification and as directly by the Architect (The make and the color of paint, putty & primer to be used shall be got approved by the Architect)					
		213.000	Sqm			
17	Supplying and Painting two coats with approved quality Exterior Emulsion paint of approved make over the cement primer of approved make(one coat of cement primer & two coats of Exterior Emulsion paint over that) including cost and conveyance of all materials to site and all labor charges for painting including cost of priming cost and all other incidental charges scaffolding etc., complete as per standard specification in all floors(The makes and color of [paint, putty & primer to be used shall be got approved by the Architect)					
		213.000	Sqm			
18	Supplying and providing the Galvalume Sheet Roofing (GAL roof system -0.47mm thick) including cost and conveyance of all materials to site. The Rate includes for necessary fittings etc., complete					
		113.000	Sqm			

19	Supplying And Providing steel trusses and purlins including fabrication and cost of materials, labor charges for fixing etc., complete.					
		2.390	M.T			
20	Supplying and fixing in position of MS doors including cost and conveyance of all materials to site and labor charges for fixing etc., complete					
		3.150	Sqm			
21	Supplying and fixing in position of 30mm thick solid core factory made flush door of approved BWR grade with 1mm thick Lamanate finish on both sides and including making and fixing of main frame using with 125mmx75mm thick Ghana Teak including cost and conveyance of all materials to site and labor charges for fixing etc., The rate includes for the cost of furniture fittings like S.S Butt hinges, Approved make Mortize Lock and S.S Brush finish handles and Door stopper etc., complete (furniture fittings shall be got approved by the Architect before use on work)					
		4.000	Sqm			
22	Supplying and fixing of UPVC Windows of LG/NCL or equivalent make including lock with handle and 5mm thick SAINT GOBIN Plain glass with good quality etc., Complete and as directly by the Architect cost and conveyance of all materials at site. The above frame should be fixed to the concrete / masonry wall etc., The window shall be completely watertight and it must be satisfy the spray water test					
	W1-(1.220x1.525)-8	18.605	Sqm			
	V- (0.90x0.90)-1	0.810	Sqm			

23	Electrical Works and Fittings/Rain Water Harvesting System					
			L.S			

Signature of the Authorised Signatory of Tender:
Name of Authorised person:
Designation of Authorised person
Name and Address of Bidder:
Stamp of bidder:



