

State Industries Promotion Corporation of Tamil Nadu Limited
19-A, Rukmani Lakshmipathy Road, Egmore, Chennai - 600 008
(A Government of Tamil Nadu Undertaking)



Tender Notice NIT.No. SP-II/T.No. 24/Plug & Play Perundurai - T/2025

**E-TENDER FOR LEASING PLUG & PLAY FACILITY AT SIPCOT INDUSTRIAL
PARK, PERUNDURAI, FOR A PERIOD OF 15 YEARS.**

Date of Release of Bid Document	04.04.2025
Pre-bid meeting	15.04.2025
Last Date for Submission of Bid	06.05.2025
Date of Opening of Bid	07.05.2025

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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.

1.	PREAMBLE
	<p>State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) is the Government of Tamil Nadu (GoTN) undertaking organization involved in the formation of industrial parks by providing basic and comprehensive infrastructure facilities for the industries to set up their units. SIPCOT has so far developed 42 Industrial Parks including 7 Sector Specific Special Economic Zones (SEZs) across Tamil Nadu in a total extent of about 40,839 acres.</p> <p>To assist the MSMEs and to enable them to export their products and services, SIPCOT has established a Plug & Play Facility at SIPCOT Industrial Pak, Perundurai in an area of 5 acres with a total built up area of 49,794 Sq. ft. including utility buildings. SIPCOT now intends to rent out 49,794 Sq. ft. of built-up area for a period of 15 years. The site plan of the area to be leased is enclosed in Annexure 1.</p> <p>In this context, SIPCOT invites e-tenders from eligible entities through “Open Tenders” transparent bidding process under two-cover system. SIPCOT prefers bidders (or their clients) from the manufacturing sector who utilize the facility to produce end products for export, as tenants at the facility. Also, in case if 2 export bidders happen to quote same H1 price, then preference will be given to the bidder who has higher export figures.</p> <p>The Tender notification has been published fixing the date of opening of tender as 07.05.2025 at 15:30 Hrs.</p>
2.	SCOPE OF THE BIDDER
	<p>The scope of work of the successful bidder would <i>inter-alia</i> include the following:</p> <p>2.1 The facility will be handed over to the successful bidder on “As-is-where-is” condition and the successful bidder shall carry out required need-based modifications for effective utilization of the facility at their cost with prior approval of SIPCOT. The assets created shall be handed over to SIPCOT at the end of the contract period without any compensation.</p> <p>2.2 The facility shall be utilized for for the following activities:</p> <ul style="list-style-type: none"> a. Industrial Purposes for manufacturing sector b. Warehousing space should not exceed 10% of the total built-up space

2.3	The successful bidder shall not without the prior approval of SIPCOT, use the Project Site and facilities for any purpose other than for the activities permitted under clause 2.2 or as may otherwise be approved by SIPCOT.
2.4	Mobilization period is provided to complete the preparatory work. The period is up to 3 months or any other date the successful bidder is able to start the commercial operations before 3 months, whichever is lesser.
2.5	The successful bidder shall engage and depute suitable trained personnel for maintaining the security and safety of the project site and facility in accordance with Good Industry Practice.
2.6	The successful bidder shall, at all times during the contract period, at its own risk, cost, charges and expenses, performance and pay for maintenance repairs, renewals and replacement of various type of assets and equipment in the facility or any parts thereof, whether due to use and operations or due to deterioration of materials and /or parts, so that on the expiry of contract, the same shall except normal wear and tear be in good working condition as it were at the time of handing over of the facility.
2.7	The successful bidder shall repair as necessary and maintain the Project Facilities and Services or any part thereof and for this purpose carry out routine preventive measures and maintenance of the Project Facilities and Services. The repair, maintenance and replacement of the project facilities shall be carried out in accordance with the recommendations of the OEM of the equipment and the relevant latest Indian Standards.
2.8	The successful bidder shall maintain the project facilities and services as per Good Industry Practice with the objective of providing adequate service standards and ensuring that the project facilities and services are to be transferred to SIPCOT upon expiry of the contract period are in good condition, normal wear and tear excepted.
3.	OBLIGATIONS OF THE BIDDER
	<p>a. The successful bidder shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations.</p> <p>b. The successful bidder shall, at its own cost and expense:</p> <p>i. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for</p>

operation of the facility and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws.

- ii. be solely liable for compliance of all requirements related to the operation of the facility as per the Standards and Specifications.
- iii. perform and fulfil its obligations under the Financing Agreements; make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it.
- iv. not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions.
- v. The successful bidder shall purchase and maintain a comprehensive insurance cover for the facility including all assets against loss, damage or destruction at replacement value at its own cost and expense, including towards the premium and all incidental costs.
- vi. The applicable water charges based on the consumption shall be borne by the bidder.
- vii. Payment of electricity consumption charges to TANGEDCO and all statutory fees connected with the operation of the facility except taxes payable to local body for land and building. SIPCOT shall obtain a separate EB connection for the facility rented out and any increase in caution deposit by TANGEDCO shall be paid by SIPCOT.
- viii. Successful bidder is required to pay the SIPCOTs annual maintenance charges as determined and notified each year. These charges are subject to revision on an annual basis. This is over and above the yearly rent.
- ix. The comprehensive list of assets available in the facility is enclosed in Annexure 3 & Annexure 4. However, an inventory of the Site including the land, buildings, structures, furniture, equipment, trees and any other immovable property on, or attached to, the facility shall be prepared jointly by SIPCOT and the bidder at the time of signing of Agreement and such inventory shall form part of the contract agreement.

c. Liability of the Bidder

- i. The successful bidder shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments. If, on account of default, SIPCOT is compelled to make any payments/contributions or discharge any responsibility/liability of the bidder, SIPCOT shall be entitled to recover such amounts/expenses incurred without prejudice to the right of SIPCOT to initiate appropriate legal proceedings for recovery of such amounts. The bidder shall indemnify SIPCOT against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.
- ii. All persons employed by the bidder shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Employees Compensation Act, Employees Provident Fund & Miscellaneous Provisions Act (EPF & MP Act), Industrial Disputes Act, Employees State Insurance Act, Contract Labor (R&A) Act and under all other applicable enactments in India in respect of all such personnel shall exclusively be that of the bidder. The bidder shall be bound to indemnify SIPCOT against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the bidder or not.
- iii. The bidder shall pay not less than minimum wages to the workers engaged by them as notified by the appropriate Authority from time to time during the currency of agreement.
- iv. The provisions indicated above are not comprehensive; the bidder shall ensure compliance of all statutory/mandatory provisions under all the Applicable Laws, rules & regulations made by the State Govt./Central Govt./Local Govt. from time to time pertaining to the contract, including all labor laws and the laws as applicable.
- d. The successful bidder shall be liable to share information in the prescribed format by SIPCOT or by any other competent government authority as and when asked for.

4.	OBLIGATIONS OF SIPCOT											
a. SIPCOT shall undertake to observe, comply with and perform the following:												
i. Handing over of the facility on “As-is-where-is” condition.												
ii. Payment of property tax.												
iii. Approval/ Rejection of any modifications requested by the bidder within specified timelines as per SIPCOTs office orders (O.O.)s.												
iv. Earmarking of a dedicated parking space for 5 nos. of 4-wheeler, 87 nos. of 2-wheeler, 10 nos. of lorries and 106 nos. of cycle parking within the project site for the facility.												
5.	QUALIFICATION CRITERIA											
<table><tr><th>Clause</th><th>Qualification Criteria</th><th>Supporting Documents/Remarks</th></tr><tr><td>5(a)</td><td>The Bidder should be a registered legal entity in India and should be in existence for at least 5 years as on the date of tender closure</td><td>i.In case of Private / Public Limited Companies,<ul style="list-style-type: none">• Copy of Incorporation Certificate issued by the Registrar of Companies• Copy of Memorandum and Articles of Associationii.In case of Partnership Firm,<ul style="list-style-type: none">• Registered Partnership deediii.In case of Proprietorship,<ul style="list-style-type: none">• Copy of GST Registration certificate</td></tr><tr><td>5(b)</td><td>The bidder should have reported an Average Annual Turnover of at least Rs.50 crores in any two financial years in last 5 years</td><td>i. The average annual turnover statement duly certified by Chartered Accountant with UDIN as per Annexure 7 (Certificates without UDIN will not be considered) ii. The Annual Report/ Audited Balance Sheet, Profit & Loss</td></tr></table>				Clause	Qualification Criteria	Supporting Documents/Remarks	5(a)	The Bidder should be a registered legal entity in India and should be in existence for at least 5 years as on the date of tender closure	i.In case of Private / Public Limited Companies, <ul style="list-style-type: none">• Copy of Incorporation Certificate issued by the Registrar of Companies• Copy of Memorandum and Articles of Association ii.In case of Partnership Firm, <ul style="list-style-type: none">• Registered Partnership deed iii.In case of Proprietorship, <ul style="list-style-type: none">• Copy of GST Registration certificate	5(b)	The bidder should have reported an Average Annual Turnover of at least Rs.50 crores in any two financial years in last 5 years	i. The average annual turnover statement duly certified by Chartered Accountant with UDIN as per Annexure 7 (Certificates without UDIN will not be considered) ii. The Annual Report/ Audited Balance Sheet, Profit & Loss
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		statement along with schedules for the last 5 consecutive financial years.
5(c)	<p>The bidder should be in the business of leasing or renting of plug & play facility / industrial space as on the date of tender closure in the last 5 years</p> <p>a. Single location with a built-up area of at least 50,000 sq. ft. (or) b. Multiple locations with a built-up area of at least 1,00,000 sq. ft.</p> <p>NB: This clause shall not be applicable to bidders who are planning to bid for self-use.</p>	<p>i. Copy of approved layout plan of the property/ Property Tax receipt. (or) ii. Property tax receipt(s) / lease agreements executed with clients</p>
5(d)	The bidder should have reported positive NetWorth as on 31.03.2024	Networth certificate duly certified by Chartered Accountant as per Annexure 8
5(e)	The bidder should have a valid GST Registration Certificate	Copy of GST Registration certificate.
5(f)	The bidder should not have been blacklisted by SIPCOT or any other State or Union Government Agencies / PSUs in India	<p>The declaration form as per Annexure 9 should be enclosed</p> <p>NB: Any adverse / not satisfactory remarks on the performance of previous work/contract will entail disqualification</p>
6.	LANGUAGE OF THE TENDER	
The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.		

7.	PREBID MEETING
<p>a. There will be a pre-bid meeting on 15.04.2025 at 11:30 Hrs. in the Head Office (HO) of SIPCOT at 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008 during which the prospective bidders can get clarifications about the tender. The bidders shall send their queries in writing through mail to splpr2@sipcot.in if any at least two days prior to the pre-bid meeting date.</p> <p>b. The bidders are advised to check https://tntenders.gov.in for up-to-date information like change in date / venue etc., of pre-bid meeting as SIPCOT may not be able to identify and communicate with the prospective bidders at this stage. Non-attending of pre-bid meeting is not a disqualification.</p>	
8.	SITE VISIT
<p>Intending bidders shall visit the site from 10 AM to 6 PM on working days and shall get themselves thoroughly acquainted with the local site condition. It is suggested that they conduct a demographic study to identify the local utility areas (markets, locality, communication and transportation conditions, labor availability), which will help the bidders to consider all such factors during the estimation for performing the contract. SIPCOT holds no responsibility for arrangement of transportation /accommodation facilities for the bidders during their site visit except for giving permission to access the premises during the stipulated time period.</p>	
9.	CLARIFICATION ON THE TENDER DOCUMENT
<p>Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008” or through e-mail to splpr2@sipcot.in. The Managing Director, will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin on https://tntenders.gov.in. The Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of the opening of the tender.</p>	
10.	AMENDMENT OF TENDER DOCUMENT
<p>SIPCOT whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum</p>	

or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on <https://tntenders.gov.in> and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

11.	AUTHORISATION OF THE BIDDER
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The Tender should be signed on each page by the bidder or by the person who is duly authorized for the same by the bidder.

12.	SUBMISSION OF TENDER IN TWO COVER SYSTEM
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- a. The eligible bidders shall participate in bidding only in online mode through the website <https://tntenders.gov.in/nicgep/app>.
- b. Bidders are allowed to bid until the time of bid closing. The e-Procurement website will not allow any bidder to attempt bidding after the scheduled date and time of bid submission. The submission of bids physically is not permitted.
- c. All the documents in support of eligibility criteria are to be scanned and uploaded along with the tender documents in the designated website.
- d. The bidder should quote the price in the Price-Bid as per the format given in the E-tender portal.
- e. To participate in the bid, the bidder shall have a valid Class 3 Digital Signature Certificate (DSC), obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA).
- f. Every page of the terms and conditions of the tender document should be signed and uploaded, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- g. The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Bid Process. SIPCOT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- h. SIPCOT 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 the tender document or the Bidding Process, including any error or mistake therein or in any information or data given by SIPCOT.

13.	EARNEST MONEY DEPOSIT																						
<p>a. The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.8,96,287/- (Only). The EMD shall be remitted online through e-tender portal only.</p> <p>b. The EMD in any other form will not be accepted.</p> <p>c. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be auto refunded without any interest to their bank account as per the procedure of the e-tender portal.</p> <p>d. The EMD will be retained in the case of successful tenderer(s) and it will not earn any interest and will be refunded after submission of Security Deposit and execution of Agreement.</p> <p>e. The amount remitted towards EMD is liable to be forfeited in case the bidder fails to execute the contract after submission of the tender or after acceptance of the offer by SIPCOT or fail to sign the Agreement.</p>																							
14.	PRICE BID																						
<p>a. The price bid should be submitted only in electronic form as per the prescribed format given.</p> <p>b. The rate should be quoted in Indian Rupees (INR) in Lakhs in the column highlighted as blue color in the price bid format.</p> <p>c. The bidders should quote their rates over and above the base lease rental fixed by SIPCOT.</p>																							
<table border="1"> <thead> <tr> <th>Year</th><th>Base lease rental/annum (Rs. in lakhs)</th></tr> </thead> <tbody> <tr><td>Year 1</td><td>89.62</td></tr> <tr><td>Year 2</td><td>89.62</td></tr> <tr><td>Year 3</td><td>89.62</td></tr> <tr><td>Year 4</td><td>103.06</td></tr> <tr><td>Year 5</td><td>103.06</td></tr> <tr><td>Year 6</td><td>103.06</td></tr> <tr><td>Year 7</td><td>118.52</td></tr> <tr><td>Year 8</td><td>118.52</td></tr> <tr><td>Year 9</td><td>118.52</td></tr> <tr><td>Year 10</td><td>136.30</td></tr> </tbody> </table>		Year	Base lease rental/annum (Rs. in lakhs)	Year 1	89.62	Year 2	89.62	Year 3	89.62	Year 4	103.06	Year 5	103.06	Year 6	103.06	Year 7	118.52	Year 8	118.52	Year 9	118.52	Year 10	136.30
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	Year 12	136.30	
	Year 13	156.75	
	Year 14	156.75	
	Year 15	156.75	

d. Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will be summarily rejected.

e. Any increase/decrease of GST during the period of Contract shall be borne by the bidder.

f. Only the Price Bids of the bidder who are qualified in the Technical Bid shall be opened.

15.	VALIDITY
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The rate quoted in the Tender should be valid for the acceptance by SIPCOT for a minimum period of **90 days** from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

16.	OPENING AND EVALUATION OF THE TECHNICAL BID
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a. The tenders received up to 15:30 Hrs. on 06.05.2025 will be taken up for opening. The bid will be opened online at 15:30 Hrs. on 07.05.2025 by the Managing Director, SIPCOT or by the persons / committee authorized by her/him.

b. The bid will be evaluated by the Committee of SIPCOT in terms of the qualification criteria.

c. The bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

d. Any information contained in the tender shall not in any way be construed as binding on SIPCOT, its agents, successors or assigns, but shall be binding against the bidder if the tender is subsequently awarded on the basis of such information.

e. SIPCOT reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid(s) without assigning any reasons.

- f. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, SIPCOT may, in its sole discretion, exclude the relevant details for qualifying in eligibility criteria.
- g. In the event that the claim of the bidder towards eligibility criteria submitted is determined by SIPCOT as incorrect or erroneous, SIPCOT shall reject such claim and exclude the same for qualifying in eligibility criteria. Where any information is found to be blatantly false or amounting to a material misrepresentation, SIPCOT reserves the right to reject the tender.
- h. SIPCOT reserves the right to reject any tender which is non-responsive and no request for alteration, modification or substitution shall be entertained by SIPCOT in respect of such tender.
- i. To facilitate evaluation of tenders, SIPCOT may, at its sole discretion, seek bonafide clarifications from any bidder regarding his tender. Such clarification(s) shall be provided within the time specified by SIPCOT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing / e-mail.
- j. If a bidder does not provide clarifications sought under Clause 16(i) above within the prescribed time, the tender shall be liable to be rejected. In case the tender is not rejected, SIPCOT may proceed to evaluate the tender by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the SIPCOT.
- k. The non-qualified bidders will be informed and their EMD will be refunded as per Clause 13(c).
- l. Any adverse/not satisfactory remarks on the performance of previous work made to SIPCOT or to any other clients will entail disqualification of the tender without notice and price bids will not be opened.

17.	EVALUATION OF THE PRICE
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- a. The price bid will be evaluated in accordance with the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000.
- b. The evaluation of price bid will be carried out as under:

Net Present Value (NPV) of year-wise lease rental for 15 years at 10% discount rate

	c. The bidder whose Net Present Value (NPV) of year-wise lease rental for 15 years at 10% discount rate is higher will be adjudged H1 and will be awarded the contract.
18.	AWARD OF CONTRACT
	<p>a. The bidder who is adjudged as H1 will be invited for price negotiations.</p> <p>b. Upon finalization of negotiated rate, SIPCOT will issue the Letter of Acceptance (LoA) or Work Order (WO) to the successful bidder.</p>
19.	PERIOD OF CONTRACT
	<p>a. The contract is for a period of 15 years from the date of completion of mobilization period. However, SIPCOT at its sole discretion may extend the contract further period on mutually agreed terms, whose term shall be derived at a later point.</p> <p>b. The ownership of the Project Site and Facility shall always remain vested with SIPCOT. The rights of the bidder in the Project Site and Facility shall only be that of a bare licensee of such assets and the bidder shall neither assign, transfer, sublet, create any charge, mortgage or encumbrance, nor shall the bidder create or permit creation of any third-party rights whatsoever, on whole or any part of the facility or Project Site. Further, any such rights of the bidder shall always be subject to existing rights of way. It is expressly agreed that the bidder's rights in the Project Site and/or the Facility shall cease without the need for any action to be taken by SIPCOT upon the termination of this Agreement for any reason whatsoever.</p> <p>c. Assets created or provided by the bidder: The ownership of the equipment, facilities etc. installed or provided by the bidder at the Project Site and/or in the facility pursuant to the Agreement shall, until expiry of the contract period or transfer to SIPCOT on Termination in accordance with the Agreement, be with the bidder.</p>
20.	PERFORMANCE SECURITY (PS) / SECURITY DEPOSIT (SD)
	<p>a. On receipt of the Letter of Acceptance from SIPCOT, the successful bidder should remit a Performance Security (PS) / Security Deposit (SD) of Rs.76,70,000/- (Only) in the form of an irrevocable Bank Guarantee in favor of "SIPCOT Ltd.", payable at Chennai, within 10 (Ten) working days from the date of receipt of letter of acceptance/work order.</p> <p>b. The SD, in the form of a bank guarantee shall be valid for an initial period of 3 (Three) years and shall be renewed 30 (thirty) Days prior to expiry of validity year, for an</p>

additional term of 3 (Three) years periodically until completion of the contract period. It is clarified that the bidder shall be liable to restore the SD to the full amount in case of part encashment of the same by SIPCOT. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the bidder to restore and maintain the Security Deposit in accordance with this clause shall entitle SIPCOT to forthwith terminate the Agreement and also if relevant, to forfeit the Security Deposit/Encash.

- c. Any amount pending with SIPCOT will not be adjusted under any circumstances, against the Security Deposit if so requested.
- d. Failure of the successful bidder to furnish the SD within the stipulated time shall constitute sufficient grounds for cancellation of the award of contract and forfeiture of the EMD.
- e. The SD shall be released to the selected bidder after completion of Contract including extensions if any and after deductions of damages to the facility if any at the time of handing over as estimated by SIPCOT based on PWD schedule of rates / market rates. The release of the SD is subject to the forfeiture clauses in the Tender Document.
- f. The SD so held by SIPCOT, shall not earn any interest till it is returned to the successful bidder.

21.	AGREEMENT
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- a. The successful bidder shall execute an Agreement in person in the presence of witness in the prescribed format on a Rs.200/- non-judicial stamp paper within 7 working days from the date of approval of draft agreement. The bidder shall not authorize any other representative to execute the agreement, except in the case of Public Limited/Private Limited company, where authorized representative is permitted.
- b. The Agreement shall be part and parcel of the Contract and shall be executed between SIPCOT and the successful bidder.
- c. In the event of failure to execute the Agreement within the time prescribed, the SD amount remitted by the successful bidder will be forfeited besides cancellation of the Letter of Acceptance.
- d. The Successful Bidder shall not assign or make over the Contract, the benefit or burden thereof to any other person or Body Corporate for the execution of the Contract or any part thereof.

- e. The enclosures to the Tender Document, viz. the negotiated final lease rental per annum of the Successful Bidder will form part of the contract agreement. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this Contract, the latter shall prevail over the offer conditions furnished by the Successful Bidder.
- f. The Tender conditions and other prescribed documents accompanying the tender documents will form an integral part of the contract agreement.
- g. In the event of any change in entity/registration/Address/ etc., the same should be informed to SIPCOT in advance with valid supporting documents. Supplementary agreements, wherever SIPCOT feels necessary, as per rules in force, shall be executed.

If the successful bidder fails to execute the Agreement or fails to remit the security deposit within the specified time limit, SIPCOT reserves the right to terminate the contract besides blacklisting the tenderer for a maximum period of 3 years in addition to forfeiture of EMD/SD as the case maybe.

22.	PAYMENT TERMS
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- a. During mobilization period the bidder shall not be liable to pay the annual lease rental.
- b. The due date for the payment of annual lease rental for the first year will be 15 days from the date of completion of mobilization period. The date will be reckoned as the due date for the payment of lease rental for the subsequent years.
- c. In the event of delay in payment beyond the due date, the bidder shall pay interest at the rate of 0.1% of the yearly rental amount for each day of delay.
- d. If the annual lease rental is not made within 6 months, SIPCOT reserves the right to terminate the contract besides forfeiture of Performance Security Deposit.
- e. Any liability arising on account of GST and all other applicable taxes and levies on the lease rental payable by the bidder to SIPCOT, shall be borne by the bidder only.
- f. Upon successful completion of the entire contract, Performance Security will be released as per clause 20(e).

23.	TERMINATION OF CONTRACT
SIPCOT reserves the right to terminate the contract at any time during the contract period on account of non-fulfillment of contractual obligations or violation of terms and conditions of Agreement.	
24.	COMPENSATION
<p>a. Termination due to Bidder Event of Default</p> <p>If the termination is due to a Concessionaire Event of Default, the Security Deposit amount remitted by the bidder will be forfeited. No compensation shall be payable by SIPCOT.</p> <p>b. Termination due to SIPCOT Event of Default</p> <p>If the termination is due to SIPCOT Event of Default, the depreciated book value of the assets created by the bidder will be paid by SIPCOT subject to the condition that the cost of creating such additional facilities should have been approved by SIPCOT. No other compensation shall be payable.</p>	
25.	CORRUPT OR FRAUDULENT PRACTICES
<p>a. The bidder shall observe the highest standard of ethics during tender evaluation. In order to eliminate irregularities, interference and corrupt practices in tender process by providing transparency in such matters, SIPCOT defines the following terms:</p> <p>i. ‘Corrupt practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public officials in the evaluation process or in contract execution.</p> <p>ii. ‘Fraudulent practice’ means a misrepresentation of facts in order to influence the evaluation process or execution of a contract to the detriment of SIPCOT and includes collusive practice among bidders (prior to or after Tender submission).</p> <p>b. SIPCOT will reject a tender if it decides that the bidder recommended for selection has engaged in corrupt or fraudulent practices in competing for the tender.</p> <p>c. SIPCOT will declare a bidder ineligible either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt and fraudulent practices in competing for the tender or in executing the contract.</p>	

26.	GENERAL CONDITIONS
<p>a. Conditional tender in any form will not be accepted</p> <p>b. Any notice regarding any problems, to the tenderer shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.</p> <p>c. SIPCOT reserves the right to relax or waive or amend any of the tender conditions.</p> <p>d. The right of final acceptance of the tender is entirely vested with SIPCOT and reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.</p> <p>e. After acceptance of the tender by SIPCOT, the bidder will have no right to withdraw his tender.</p> <p>f. The bidder shall not offload either in full or part of the work to any other agency or subcontractor.</p> <p>g. Any notice regarding any problems, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.</p> <p>h. In the course of discussion and instruction, SIPCOT may disclose information of confidential and proprietary nature relating to its products, knowhow, etc. to the bidder. Such information shall be considered as confidential.</p>	
27.	DISPUTE RESOLUTION BOARD
<p>A Dispute Resolution Board (DRB) shall be formed in order to resolve the disputes that may arise during the currency of the contract. The members of the DRB shall be nominated by SIPCOT and the bidder and the list of members will be finalized by SIPCOT. If any party is not satisfied with the decision of the DRB, the issue shall be referred for Arbitration.</p>	
28.	ARBITRATION
<p>a. In case of any dispute in the bid, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter, if not resolved through amicable settlement, shall be referred to arbitration by an arbitral tribunal constituted in accordance with Clause 28(b). Such arbitration shall be proceeded as per the provisions</p>	

of the Arbitration and Conciliation Act, 1996 or under any statute in force at that point of time.

- b. There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- c. The venue of the Arbitration shall be at the Head office of State Industries Promotion Corporation of Tamil Nadu Limited, Chennai. The decision of the arbitral tribunal shall be final and binding on both the parties to the Arbitration.
- d. The arbitral tribunal may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the arbitral tribunal is enforceable in the Court at Chennai city only.

29.	JURISDICTION OF THE COURT
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Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

We agree to the above terms and conditions.

SIGNATURE OF THE BIDDER:

DATE:

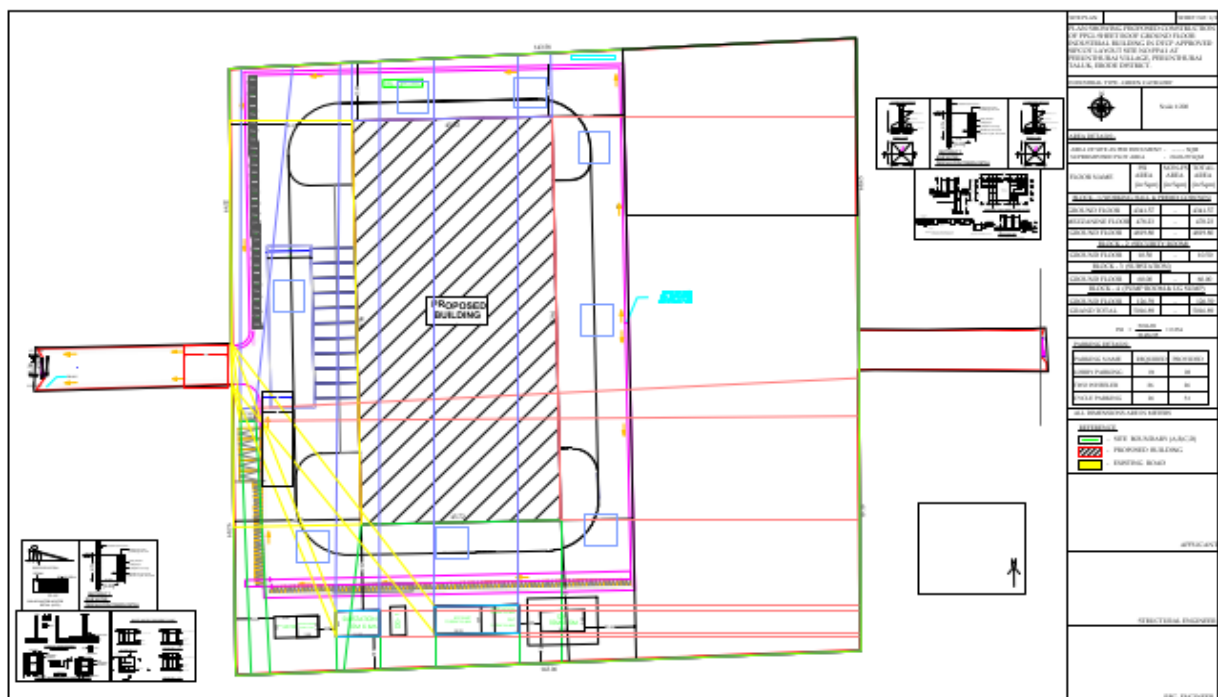
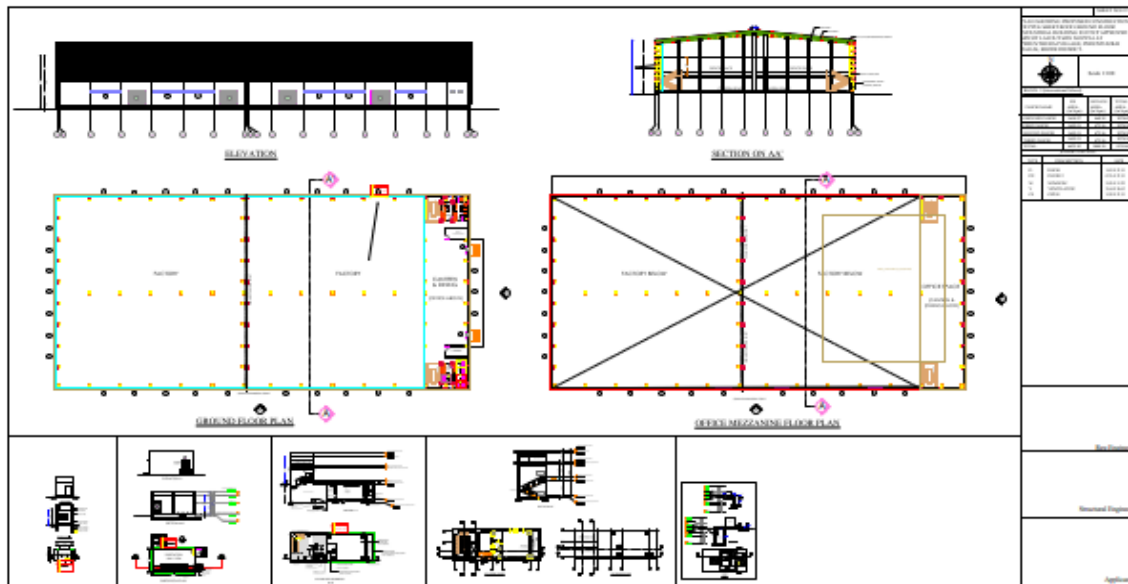
NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

SITE PLAN & LAYOUT

Annexure 1



ANNEXURE**AREA STATEMENT****Annexure 2**

Sl. No.	Building	Area (In Sqm)	Area (In Sq. ft.)
1	Main building (PEB)	3835.00	41279.94
2	Toilet	75.40	811.61
3	Locker room	32.48	349.61
4	Canteen	258.30	2780.34
5	Staircase area	45.12	485.67
6	Passage	58.76	632.49
7	Substation	60.00	645.84
8	Sump, Pumproom & OHT	126.588	1362.59
9	STP	50.00	538.20
10	Security room	10.5	113.02
11	Transformer yard	50.00	538.20
12	DG Bed	23.80	256.18
Total		4625.95	49793.70
Rounded Off			49794

ANNEXURE

Asset Details

Annexure 3

Sl. No.	Building	Equipment / Machinery	Quantity (In Nos)
1	DG bed	DG set 125 KVA	1
2	Pump room	Centrifugal pump - Duty: 400 lpm @ 35m head	2
		Hydropneumatic system - Centrifugal pump - Duty: 67 lpm @ 45m head	2
		Monoblock pump - Duty: 150 lpm @ 35m head	2
3	Water treatment plant - 11.5 KLD	Horizontal monoblock centrifugal pump - Duty: 1500 LPH @ 25m head	2
		Sand filter	1
		Hypo dosing tank - 50 ltrs capacity	1
		Hypo dosing pump - 0-4 LPH	1
		Activated carbon filter	1
		Multiport valve filtering media	1
		Softener filter	1
		Regeneration tank - 50 ltrs capacity	1
4	STP	STP capacity 10 KLD	1

Sl. No.	Building	Equipment / Machinery	Quantity (In Nos)
		Raw sewage pumps - Duty: 1 cum/hr @ 10m head	2
		Air blowers	2
		Sludge transfer pumps - Horizontal monoblock, Duty: 1 cum/hr @ 10m head	1
		Filter feed pumps - Duty: 1 cum/hr @ 30m head	2
		Pressure sand filter 405mm dia x 1650mm Ht,	1
		chlorine dosing system - Pumpset 0-6 LPH, PP dosing tank 50 ltrs capacity	1
		MSFRP tanks - Aeration tank - 7 Kl, Settling Tank - 3Kl, clarified water tank - 2Kl, Treated water tank - 3 Kl	1
5	Fire fighting	Centrifugal pump - Duty: 2280 lpm @ 70m head	2
		Motor - 60HP	2
		Fire pump	1
		Pressure pump - Duty: 180 lpm @ 70m head	2
		Control panel	1
		Air valve 250mm dia	1
		Pressure gauge 0 to 14Kg	5
		Pressure switch	4

Sl. No.	Building	Equipment / Machinery	Quantity (In Nos)
		Sluice valve 250mm dia	1
		Sluice valve 200mm dia	4
		Sluice valve 150mm dia	17
		Sluice valve 100mm dia	4
		Sluice valve 80mm dia	20
		Sluice valve 65mm dia	2
		Gun metal gate valve 50mm dia	4
		Gun metal gate valve 25mm dia	5
		NRV 200mm dia	1
		NRV 150mm dia	7
		NRV 65mm dia	2
		SS Y-strainer 250mm dia	1
		SS Y-strainer 80mm dia	1
		Air valve 20mm dia	6
		Fire hydrant valve 63mm dia	17
		Hose reel drum - 180 degree swinging type, 20mm dia braided thermoplastic hose of 30m long	6
		Hose - 63mm dia of 15m length binded by copper wire	34
		Branch pipe - 63mm dia SS with spray nozzle of 15mm or 20mm jet bore	17
		MS hose box	17
		Switch on sprinkler distribution header - 150mm dia	1
		CI control valve 150mm dia	1
		4-way fire brigade inlet	1
		Fire extinguisher - Powder type 6 kg	20

Sl. No.	Building	Equipment / Machinery	Quantity (In Nos)
		DCP type fire extinguisher 6 kg	10
		Fire extinguisher - Carbon-di-oxide type 4.5 kg	10
		Fire extinguisher - Carbon-di-oxide type 2 kg	1
		Fire extinguisher - Aqueous film forming foam 9 ltrs capacity	3
		Fire extinguisher - Trolley mounted Carbon- di-oxide 22.5Kg	1
		Fire bucket - 4 nos of 9 ltrs capacity	10
		Fire Order board	8
		Sign boards	8
		Fire and emergency sign board	10
		Fire evacuation plan with route	2
		Fire alarm - two loop panel	1
		Manual call point	10
		Electronic hooter / sounder	10
		6 zone voice alarm controllers with USB, MP3 player	1
		15W wall mount speaker	10
		240W PA mixer amplifier	2
		Voice command keypad 6 zone with microphone assembly	1

ELECTRICAL DETAILS

Annexure 4

Room	Lights
Factory building	4' Indoor lights - 15 Nos 15W LED light - 16 Nos
Substation	4' Indoor lights - 6 Nos 15W LED light - 2 Nos Substation panel - 1 Set
Pump room	4' Indoor lights - 6 Nos
Security room	4' Indoor lights - 3 Nos 15W LED light - 2 Nos
External area	9W LED Bollard light - 20 Nos
Factory outer	60W LED Flood light - 22 Nos
Security outer	60W LED Flood light - 2 Nos
Street light	120W LED - 24 Nos
External area	45W LED Flood light - 4 Nos

Annexure 5

PART - I

Date: _____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director,
State Industries Promotion Corporation of Tamil Nadu Limited,
19-A, Rukmani Lakshmipathy Road, Egmore,
Chennai 600 008.

Sir,

Sub : E-TENDER FOR LEASING PLUG & PLAY FACILITY AT PERUNDURAI,
SIPCOT INDUSTRIAL PARK, FOR A PERIOD OF __ YEARS. - Reg.

Ref: Your Tender Notice DT.....

With reference to you e-tender notice, we submit herewith our e-tender for LEASING PLUG & PLAY FACILITY AT PERUNDURAI, for a Period of 15 Years as specified by SIPCOT in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the bidder for the person to sign the tender.
- 3) Details of the Bidder (as per Annexure 6)
- 4) Certificate of average annual turnover duly certified by a Chartered Accountant with UDIN (as per Annexure 7) in Original.
- 5) Net worth certified by Chartered Accountant along with UDIN (Annexure 8)
- 6) Declaration for not having blacklisted either by SIPCOT or by any other Govt. agencies (as per Annexure 9)

- 7) Declaration for not having tampered the Tender documents downloaded from the website <https://tntenders.gov.in> (Annexure 10)
- 8) The copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of Private / Public Limited Companies
- 9) Copy of LLP registration or registered partnership deed in case of Partnership Firm
- 10) Copy of GST Registration certificate
- 11) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 5 consecutive financial years.
- 12) Latest I.T return
- 13) Notarized translated English version of the documents in a language other than English/Tamil if any.
- 14) Copy of approved layout plan of the property/ Property Tax receipt or Property tax receipt(s) / lease agreements executed with clients (if applicable)

Yours faithfully,

SIGNATURE OF THE BIDDER

Encl: As stated above

Annexure 6

DETAILS OF THE BIDDER

Sl. No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Address for Communication	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
	GST Number	
	IEC Number (If an exporter)	
D	Name of Authorized Signatory*	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	

*Add list of signatories in additional rows if you have more than one and mention them as D1, D2 and so on.

SIGNATURE OF THE BIDDER

Annexure 7

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s..... for the past five years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year *	Turnover (Rs. in crores)	Turnover exclusively from Exports (If the bidder is an exporter) (Rs. in crores)
1.	2019-2020		
2.	2020-2021		
3.	2021-2022		
4.	2022-2023		
5.	2023-2024		
	Total		

* Note: Average Annual Turnover of any two years above Rs. 50 crores will be considered.

Certified that the above statement is true and correct.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT

(With UDIN, seal and Address)

Annexure 8

NET WORTH CERTIFICATE

Certified that the Net worth of M/s _____ as
on 31.03.2024 is Rs._____.

DATE :

SIGNATURE OF THE BIDDER:

SIGNATURE OF CHARTERED ACCOUNTANT :
(with seal, membership no. and Address)

UDIN :

Annexure 9

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / shareholders had not been **blacklisted** by State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), or by any Government Agencies

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure 10

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 SIPCOT, for the e-tenders floated vide e-tender ref.no._____ for LEASING PLUG & PLAY FACILITY AT PERUNDURAI, for a Period of 15 Years and complete the contract as per the tender conditions.
- b. I/We have downloaded the tender document from the internet site <https://tntenders.gov.in> 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 SIPCOT or prosecuted.

SIGNATURE OF THE BIDDER
(with seal and address)

Annexure 11

PART-II

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director,

State Industries Promotion Corporation of Tamil Nadu Limited,

19-A, Rukmani Lakshmipathy Road, Egmore,

Chennai 600 008

Sir,

Sub : LEASING PLUG & PLAY FACILITY AT PERUNDURAI FOR 15 Years- Price Offer-Reg

Ref : Our tender (Technical Bid) submitted for “LEASING PLUG & PLAY FACILITY AT PERUNDURAI FOR 15 Years”

In continuation of our above tender, we submit herewith the price offer for “LEASING PLUG & PLAY FACILITY AT PERUNDURAI, for a Period of 15 Years” as specified by SIPCOT in this tender document. We agree to abide by the terms and conditions stipulated by SIPCOT and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by SIPCOT in this tender will hold good as per tender conditions.

Yours faithfully,

SIGNATURE OF THE BIDDER

Annexure 12

CHECKLIST OF DOCUMENTS

Sl. No.	Checklist	Enclosed (Yes/No/NA)
1.	A covering letter on your letter head addressed to, The Managing Director, State Industries Promotion Corporation of Tamil Nadu Limited (as per Annexure 5)	
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions	
3.	Details of the Bidder (as per Annexure 6)	
4.	Authorization letter from the Company for the person to sign the tender	
5.	Copy of Memorandum and Articles of Association	
6.	Copy of Registration for LLP/registered partnership deed in case of Partnership Firm	
7.	Copy of GST Registration certificate	
8.	Average annual turnover for last 2 financial years duly certified by Chartered Accountant along with UDIN (as per Annexure 7) in Original (Certificates without UDIN will not be considered) with breakup of domestic and export sales (if bidder is an exporter)	
9.	Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 5 consecutive financial years	
10.	Networth certified by Chartered Accountant along with UDIN (Annexure 8) in original	
11.	Declaration for not having blacklisted either by SIPCOT or by any other Govt. agencies (as per Annexure 9)	
12.	Declaration for not having tampered the Tender documents downloaded from the website https://tntenders.gov.in (Annexure 10)	
13.	IT Return copies	
14.	Notarized translated English version of the documents in a language other than English/Tamil, if any	
15.	Price Bid as per the format in Electronic Form	

Sl. No.	Checklist	Enclosed (Yes/No/NA)
16.	Copies of approved building plan(s) (If applicable as per clause 5(c))	
17.	Copies of Property tax receipt(s) or lease agreements executed with clients (If applicable as per clause 5(c))	
18.	Copy of Bill of Lading (If bidder is an exporter)	
19.	Copy of Bank Realization Certificate (If bidder is an exporter)	
20.	Copy of Export License (If bidder is an exporter)	
21.	Copy of Commercial Invoice (If bidder is an exporter)	

*NB: Upload an empty sheet writing “NA” if something is not applicable in an individual bidder’s case in the tenders portal for the given slot.