



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD.
(TIDCO)**

FIN TECH CITY

NATIONAL COMPETITIVE BIDDING

**SELECTION OF PROJECT MANAGEMENT CONSULTANT
FOR ESTABLISHING FIN TECH CITY
IN CHENNAI, TAMIL NADU**

REQUEST FOR PROPOSAL

September 2021

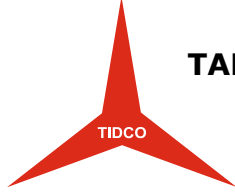
**Chairman and Managing Director
Tamilnadu Industrial Development Corp. Ltd,
19-A, Rukmini Lakshmipathi Salai
Egmore, Chennai –600 008
Phone: 044-2858 9118; Fax: 044-2855 3729**

Disclaimer

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

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

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



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD (TIDCO)
CIN-U65993TN1965SGC005327**

**NOTICE NO. TIDCO/PROJECT MANAGEMENT CONSULTANT/
FIN TECH CITY/2021**

Tamilnadu Industrial Development Corporation Ltd (TIDCO) intends to establish Fin Tech City in Nandambakkam Village, Alandur Taluk, Chennai District, Tamil Nadu. For this purpose, TIDCO invites proposals from the reputed consultants with the necessary expertise to provide Project Management Consultancy services in accordance with the Terms of Reference as set out in the Request for Proposal document.

Interested Consultants can download the RFP from the website www.tidco.com. The Fee for the RFP document is Rs. 25,000/- (Rupees Twenty-Five Thousand only) including GST which is Non-refundable, shall be paid at the time of Submission of Proposal by way of a Demand Draft drawn in favour of "Tamilnadu Industrial Development Corporation Ltd." payable at Chennai. The Terms of Reference, Qualification Criteria, terms and conditions including Evaluation Criteria and other conditions are provided in the RFP.

The schedule for the bidding process is as follows: -

1. Pre-bid meeting at 03:30 PM on 01.10.2021
2. Last date and time for Submission of Proposals is on or before 03.00 PM on 29.10.2021
3. Opening of Technical Proposals is at 03.30 PM on 29.10.2021 at TIDCO Office

**CHAIRMAN AND MANAGING DIRECTOR
Tamilnadu Industrial Development Corporation Ltd
19-A, Rukmini Lakshmipathi Salai,
Egmore, Chennai – 600 008
Ph: 044 – 2855 4421; Fax: 044 – 2855 3729
E-mail: cmd@tidco.com; Website: www.tidco.com**

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SECTION 1
LETTER OF INVITATION

..... .2021

Sir,

Sub: Appointment of Project Management Consultant for establishing FinTech City, Chennai, Tamil Nadu

Tamilnadu Industrial Development Corporation Ltd (TIDCO) intends to establish Fin Tech City in Chennai, Tamil Nadu. For this purpose, TIDCO invites proposals from reputed Consultants with the necessary expertise to provide Project Management Consultancy services for establishing Fintech City on the terms and conditions as set out in this Request for Proposal Document.

Interested Consultants can download the RFP from the website www.tidco.com. The Fee for the RFP document is Rs. 25,000/- (Rupees Twenty Five Thousand only) including GST which is Non-refundable, shall be paid at the time of Submission of Proposal by way of a Demand Draft drawn in favour of "Tamilnadu Industrial Development Corporation Ltd." payable at Chennai. The Terms of Reference, Qualification criteria, terms and conditions including evaluation criteria and other conditions are provided in the RFP.

The RFP includes the following sections:

- Section 1 - Letter of Invitation
- Section 2 - Data Sheet
- Section 3 - Instruction to Consultants
- Section 4 - Background to the RFP
- Section 5 - Eligibility Criteria and Evaluation Methodology
- Section 6 - Terms of Reference
- Section 7 - Technical and Financial Proposal Submission Forms and Standard Forms

We hereby request you to submit the bids duly completed as per this RFP **on or before 3.00 PM on 29.10.2021.**

Thanking you,

Yours faithfully,

Chairman and Managing Director

Tamilnadu Industrial Development Corporation Limited

19-A, Rukmani Lakshmipathi Salai, Egmore, Chennai – 600 008

Ph: 044 – 28554421 Fax: 044 – 2855 3729

E-mail: cmd@tidco.com; Website: www.tidco.com

**SECTION-2
DATA SHEET**

1. Name of the Assignment: Request for Proposal for appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu (the "Assignment")
2. The name, address, and telephone number of TIDCO's official is: R.Bhuvaneshwari, General Manager, Tamilnadu Industrial Development Corporation Ltd, 19-A, Rukmani Lakshmi pathi Salai, Egmore, Chennai-600008; Email: bhuvaneshwari@tidco.com; Fax: 044-2855 3729
3. Queries raised by the prospective Bidders will be clarified during the pre-bid meeting and / or will be communicated by e-mail to all those who have sent their queries regarding the RFP, by e-mail. Prospective Bidders are requested to send their pre-bid queries to the e-mail id: bhuvaneshwari@tidco.com prior to the pre-bid meeting. The schedule for the Bidding process is given below:

Milestone	Date
Issue of Advertisement	On 14.09.2021
Receipt of pre-bid queries to be clarified in the pre-bid meeting.	Up to 28.09.2021
Pre-Bid meeting	On 01.10.2021 at 03.30 PM
Last date for purchase of RFP Documents	Up to 27.10.2021
Cost of RFP Documents	Demand draft for Rs.25,000/- drawn in favour of "Tamilnadu Industrial Development Corporation Ltd" payable at Chennai
Submission of proposal	On 29.10.2021 at 03.00 PM
Opening of Technical Bid	On 29.10.2021 at 03.30 PM
Method of selection	Quality cum Cost Based Selection (QCBS): 80:20

5. Proposals should be submitted in English language.
6. Proposals must remain valid for 180 days after the submission date.
7. Consultants must submit one original and one copy of Technical proposal and only one original of the Financial Proposal.
8. Proposal submission address: as given in the Letter of Invitation.
"Proposal for Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu" should be superscribed on the outer Envelope.
9. Proposals must be submitted not later than **29.10.2021 at 03.00 PM.**

SECTION 3

INSTRUCTIONS TO CONSULTANTS

1. GENERAL

- 1.1 The Detailed description of the scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The Consultant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. The term Consultant means the Single Entity or the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2 The Bidder should submit a Power of Attorney as per the format specified in Section 7B, authorizing the signatory of the Bidder to sign and submit the Application and Bid.
- 1.3 In case of Consortium, the consultants in the Consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one Consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the Consortiums shall be forfeited.
- 1.4 The Lead member of a Consortium shall be a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a body corporate incorporated under the applicable laws of its origin. The Team Leader must be from the Lead Member of the Consortium.
- 1.5 In case of Consortium, it shall comply with the following additional requirements:
 - Number of members in a consortium shall not exceed 3 (three);
 - a. The Proposal/ Bid should contain the information required for each member of the Consortium; The Proposal should include a brief description of the roles and responsibilities of individual members;
 - b. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium.
 - c. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement"), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal. The duties, responsibilities and powers of the Lead Member and each member firm of the Consortium shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorised to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. All members of the Consortium shall be jointly and severally liable for the execution of the Assignment.

- d. No Change in the composition of the Consortium will be permitted during the Selection Process and during the subsistence of the Contract (in case the Successful Bidder/ Consultant is a Consortium).
- 1.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, with the bar subsisting as on the date of the Proposal Submission Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.7 A Consultant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Consultant or its Associate.
- 1.8 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.9 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Project Site before submitting a Proposal, and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit. Consultants should ensure that these officials are informed of the visit adequately in advance to allow them to make appropriate arrangements.
- 1.10 TIDCO will provide the inputs; assist the firm in obtaining permits needed to carry out the services.
- 1.11 Please note that the costs of preparing the Proposal and of negotiating the Contract, including a visit to the Project Site, are not reimbursable as a direct cost of the Assignment.
- 1.12 The Fee for the RFP document is **Rs. 25,000/- (Rupees Twenty Five Thousand only)** including GST, which is Non-refundable. The Bidders shall pay the fee for the RFP document by way of a Demand Draft drawn from any Scheduled Bank in India in favour of Tamilnadu Industrial Development Corporation Ltd payable at Chennai. The document can also be downloaded from the website **www.tidco.com**. In case the Bidders have downloaded the RFP document from the website, they should submit the DD towards the RFP document fee along with their Proposal.
- 1.13 A Bid Security for an amount of **Rs. 5,00,000/- (Rupees Five Lakh only)** in the form of a Demand Draft payable at Chennai drawn in favour of "Tamilnadu

Industrial Development Corporation Ltd.” from any Scheduled bank shall be submitted along with the Original Technical Proposals. Proposals not accompanied by Bid Security will be treated as Non-responsive and will be liable to be rejected summarily. Bid Security of the Successful Bidder will be returned upon receipt of the Performance Security. The Bid Security of the unsuccessful bidders will be returned within two weeks of completion of the selection process. TIDCO is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

2. CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

- 2.1 Consultants may request a clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by post or electronic mail (e-mail) to the TIDCO's address indicated in the Data Sheet. TIDCO will respond only by e-mail to such requests and/or will upload the response on the TIDCO's website (including an explanation of the query but without identifying the source of inquiry). TIDCO's responses to the pre-bid queries would be uploaded on TIDCO's website (www.tidco.com) and informed to the bidders.
- 2.2 At any time before the submission of Proposals, the TIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be sent only by e-mail or shall be uploaded on TIDCO's website. TIDCO may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.

3. PREPARATION OF PROPOSAL

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

3.1 TECHNICAL PROPOSAL

- 3.1.1 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.1.2 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - i. 50% of the project team composition/ Key staff should be on the permanent employees of the Sole firm or the firms constituting the Consortium.
 - ii. Proposed Project Core Team members must have the minimum years of experience indicated in sub-clause 1.1 (V) of clause 1 in Section-5 of the RFP
 - iii. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- iv. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. TIDCO reserves the right to request a workload projection (including time spent on other projects/TIDCO's) for the key staff.
 - v. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 - vi. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
 - vii. The key personnel shall remain available for the period as indicated in the RFP.
 - viii. Each CV needs to have been recently signed by the key personnel and/or countersigned by the Authorised Signatory of the Bidder. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised Signatory shall be required in original.
 - ix. Client's certifications or contract copy for the projects listed under the experience section must contain the project attributes (size, fee, duration etc.) and the scope of work on the projects.
 - x. Firms should form a Joint Venture/ Consortium with their Associate in case they want to submit the proposal using the experience/ strength of their Associate.
- 3.1.3 Bidders should note the Proposal Submission Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by TIDCO, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Submission Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, TIDCO reserves the right to seek clarifications on any aspects.
- 3.1.4 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFP, signed by all member firms/entities forming the JV/ Consortium.
- 3.1.5 The Technical Proposal should provide the following information using the attached Standard Forms:
- i. A brief description of the consultant's organization
 - ii. Recent assignments of similar nature, the outline indicating inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- iii. Detailed Approach and Methodology and Activity Schedule for undertaking the current Assignment.
- iv. List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member.
- v. CVs signed by the proposed key professional staff and the Authorised Signatory of the Bidder submitting the proposal.
- vi. In case of Consortium, Technical Proposal shall contain the Joint Bidding Agreement signed by the member Firms.

3.1.6 The Technical Proposal shall not include any financial information.

3.2 FINANCIAL PROPOSAL

3.2.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms provided in this RFP. Financial Proposal shall be inclusive of all the costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), insurance, printing of documents, surveys, etc.;

3.2.2 The Financial Proposal should be a lump sum proposal inclusive of all the costs including but limited to all taxes, duties and levies associated with the Assignment excluding GST for the scope of work mentioned in the RFP. Consultants shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the Consultant.

3.2.3 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. TIDCO will make its best effort to complete negotiations within this period. If TIDCO wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

3.3 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

3.3.1 The Original Proposals (Technical and Financial Proposal) shall be typed or written in ink and signed by the Authorised Signatory of the Bidder who shall initial each page, in ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Signatory.

3.3.2 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Technical Proposal should be marked "Original" or "Copy" as appropriate.

- If there are any discrepancies between the original and the copies of the Proposal, the original shall prevail.
- 3.3.3 The Bidder shall submit two (2) copies of Technical Proposal (one original and one copy) and only one Financial Proposal in original. The Technical and Financial Proposals must necessarily be bound separately and all pages serially numbered. In case of any discrepancy between the original and the copy of the technical proposal, the contents as per original will only be considered.
- 3.3.4 The Technical Proposal with Bid Security shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – *Proposal for Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu*" and the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL – *Proposal for Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu*" and "Do not open with the Technical Proposal". The envelopes containing Technical and Financial Proposals shall be placed in an outer envelope marked "*Proposal for Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu*" and the submission address shall be superscribed on it. The Demand Draft towards payment of RFP document fee shall be placed in a separate sealed envelope clearly marked "RFP/ Bid Document Fee", placed in the outer sealed envelope.
- 3.3.5 The Proposal/ Bid must be deposited in the Tender box kept at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
- 3.3.6 From the time the Proposals are opened to the time the Contract is awarded, if any consultant wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 3.3.7 Prior to evaluation of Proposals, TIDCO will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 3.3.8 The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with 80% weightage to Technical Proposal and 20% weightage to Financial Proposal.
- 3.3.9 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in Section-5. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals

which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

3.3.10 TIDCO reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in Section-5.

3.4 TECHNICAL EVALUATION

3.4.1 The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the RFP. Each responsive proposal will be given a mark (T). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

3.4.2 In this stage, Technical Proposal will be evaluated on the basis of consultant's experience, proposed approach and methodology and Work Plan, and the experience of Key Persons. Only those consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. The bidder who secures highest marks (T_H) shall be given a Technical score of 100. The technical scores of other bidders shall be computed as follows:

Technical score of the bidder $S_T = 100 \times (T / T_H)$

T= Marks secured by the respective Bidder

T_H = Highest Marks secured

3.5 SHORT LISTING OF CONSULTANTS

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

3.5.2 After the evaluation of quality is completed, TIDCO shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. TIDCO shall simultaneously notify the consultants that have secured the minimum qualifying mark or more, indicating the date and time set for opening the Financial Proposals. The opening date of Financial proposal shall not be sooner than one week after the above notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

3.6 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

3.6.1 The Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant,

the scores on Technical Proposal and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. TIDCO shall prepare minutes of the public opening of Financial Proposals.

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

$$\text{Financial score of the bidder } S_F = 100 \times (F_M / F)$$

(F = Amount of Financial Proposal)

3.7 VALUATION METHODOLOGY AND RANKING

- 3.7.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

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

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

- 3.7.2 A bidder having the highest Combined Score (S) shall be declared as first ranked Bidder. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP document.

4. NEGOTIATIONS

- 4.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 4.2 Negotiations will include a discussion of the Technical Proposal, Price, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TIDCO and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract.
- 4.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, TIDCO expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, TIDCO will require assurances that the experts will be actually available for the entire duration of the Assignment. TIDCO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that

key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

Except as TIDCO may otherwise agree, no changes shall be made in the Key Personnel after signing of the Contract. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. TIDCO will accept one-time replacement only and any second replacement for same position proposed by the Consultant shall attract a penalty of 1% of the Awarded Lumpsum Fees. Any subsequent replacement for the same position shall attract termination of contract.

- 4.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, TIDCO and the Consultant will initial the agreed Contract. If negotiations fail, TIDCO will invite the firm who has been declared as the second ranked Bidder for negotiations. Further if negotiations with the second ranked Bidder does not end up in an agreed Contract, TIDCO would invite the Bidder who has been ranked next to the second ranked Bidder and so on. The process will be repeated till an agreed contract is concluded.

5. AWARD OF CONTRACT

- 5.1 The Contract will be awarded following negotiations. After negotiations are completed, TIDCO will promptly notify other consultants whose bids were considered non-responsive and return the Financial Proposals of such consultants.
- 5.2 A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall, within 3 (Three) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received by the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder, and the next highest ranking Bidder may be considered.
- 5.3 **Performance Security:** Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified. The Performance Security will be retained by TIDCO until the completion of the Assignment by the Consultant and will be released 180 (One Hundred Eighty) days after the completion of the Assignment.
- 5.4 **Execution of Contract:** After acknowledgement of the LoA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Contract within 10 (Ten) days from the date of acknowledgement of receipt of LoA. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified under Clause 4 in Section-6 of RFP.

5.5 **Commencement of Assignment:** The Consultant shall commence the Services from 5 days from the Date of signing of Agreement. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, TIDCO may invite the second ranked Bidder for Contract signing. In such an event, the Bid Security and/ or the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by TIDCO.

6. **CONFIDENTIALITY**

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

7. **FRAUD AND CORRUPT PRACTICES**

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

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

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

i. "corrupt practice" means (i) offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TIDCO who is or has been associated in any manner, directly or

- indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TIDCO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TIDCO in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TIDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. PRE-BID MEETING

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

9. DISPUTE RESOLUTION

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

10. FORCE MAJEURE

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

11. LIQUIDATED DAMAGES

In the event of delays in submission of the deliverables vis a vis the Timeframe prescribed for the proposed Deliverables in the Clause 3 of Section-6 of the RFP pertaining the submission of the Deliverables, penalty will be levied at the rate of One Percent (1%) of the Awarded Lumpsum Fees per week or part thereof of delay, subject to a maximum of Ten Percent (10%) of the Awarded Lumpsum Fees.

12. CONDITIONS OF TERMINATION OF THE CONTRACT

TIDCO shall have the right to terminate this contract in part or in full under any of the following circumstances:

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

- vii. In any unlikely event of receipt of a termination notice from the Consultant, the matter shall be discussed with TIDCO and shall have to be mutually agreed.

13. MISCELLANEOUS

- 13.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 13.2 TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 13.3 All documents and other information provided by TIDCO or submitted by a Bidder to TIDCO shall remain or become the property of TIDCO. Bidders are to treat all information as strictly confidential. TIDCO will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to TIDCO in relation to the consultancy shall be the property of TIDCO.
- 13.4 TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.

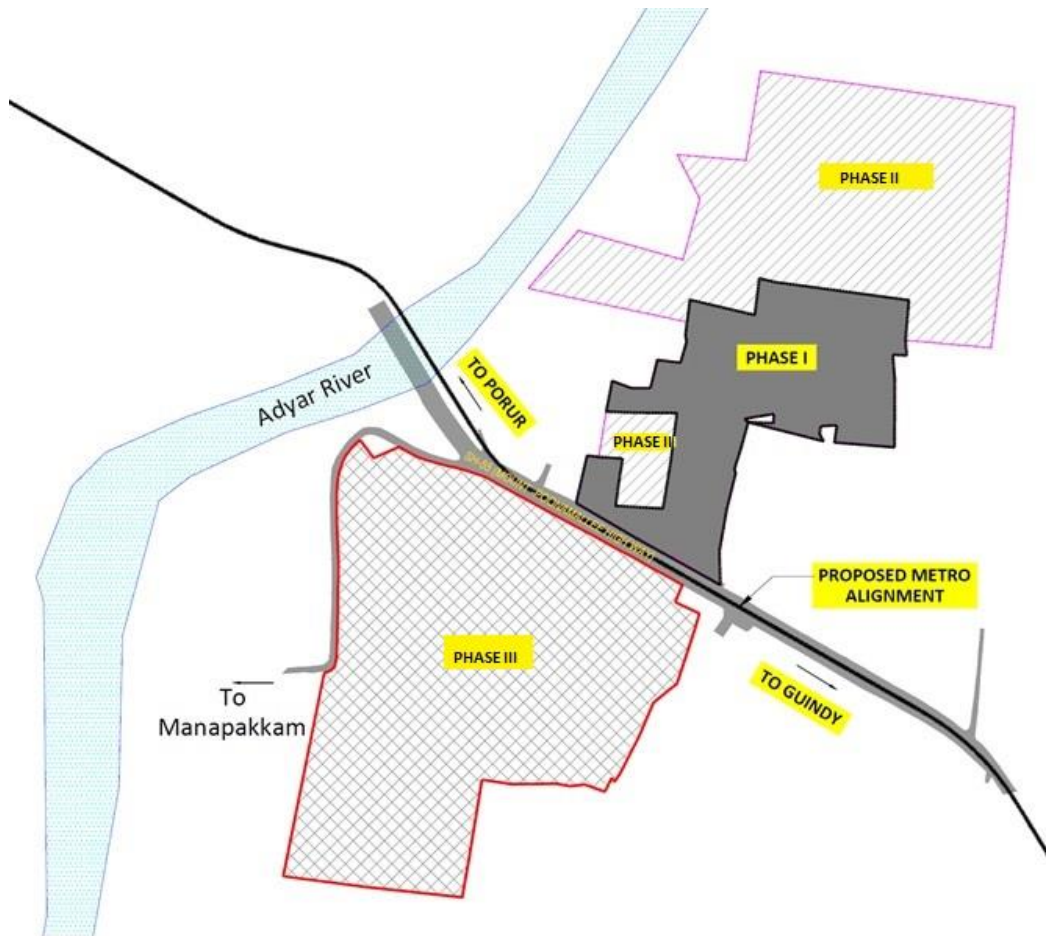
SECTION 4

BACKGROUND TO THE RFP

1. Tamilnadu Industrial Development Corporation (TIDCO) intends to establish FINTECH City in Chennai. TIDCO has earmarked 112.80 acres of land at Nandambakkam village, Alandur Taluk, Chennai District for establishment of the FINTECH City. TIDCO earlier carried Techno Economic Feasibility Study for the FINTECH City. The Concept Master Plan prepared for the project is presented below.



2. Commensurate to Market Demand projected in the TEFS Reports, TIDCO intends to develop the FINTECH City **in three Phases**. TIDCO initiated the development of Phase 1 (21.13 acres) and is in the process of inviting Tenders for construction of Basic Infrastructure (Roads and Drainage for Phase I area). In addition, TIDCO has also plans to Develop a FINTECH Tower in Phase I area on Design and Build Format. Further, TIDCO intends to develop the infrastructure for other phases at a later stage.



TIDCO Intends to appoint to consultant for providing Project Management Consultancy services for establishing FINTECH City.

SECTION 5

ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION

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

- i. The Sole Bidder or the Lead Bidder in case of a JV/Consortium shall be incorporated under the Registrar of Companies in India, operating for minimum last ten (10) Years as on March 31, 2021
- ii. The Sole Bidder / all members of the JV/Consortium Members shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies.

iii. **Similar work experience in last ten years:**

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, below mentioned completed consultancy assignments taken up during the last ten years preceding the Bid due date in India shall be deemed as eligible assignment.

S. No	Technical Criteria	Minimum Number of Projects
1	Experience in Project Management Consultancy Services involving Design, Engineering, Procurement, Bid Process Management, Inspection, Quality Control / Quality Assurance and Construction Supervision for Industrial Parks/ IT Parks / SEZs/ Integrated Townships (mixed use) having a minimum extent of 100 Acres with a minimum project cost (excluding land cost) of INR 150 Crores and above.	2
2	Experience in Comprehensive Consultancy Services involving engineering design and project monitoring for construction of IT Towers / Commercial Tower/Technology Tower with associated infrastructure & facilities with minimum G + 10 Floors having not less than 5 Lakhs sq. ft. area with minimum project cost (excluding land cost) of INR 150 Crores and above	2

For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, Industrial Parks/ IT Parks / SEZs/ Integrated Townships (mixed use) Infrastructure shall include roads, Sewerage system, Water distribution network, electricity distribution network and Construction of buildings.

The Bidder shall meet the above criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).

iv. **Financial Eligibility**

Average Annual Turnover in last three (3) years:

Average Annual turnover of the Bidder should not be less than Rs. 25 Crore during the last three (3) financial years (2017-18, 2018-19 & 2019-20) in the case of Bidder being a Sole Firm. In the case of Consortium/JV Bidder, the average annual turnover of the Lead Member should not be less than Rs. 15 Crore during the last three (3) financial years (2017-18, 2018-19 & 2019-20) and the average annual turnover of each of the other member firm(s) should not be less than Rs. 5 Crore during last three financial years (2017-18, 2018-19 & 2019-20).

v. **Project Core Team**

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

Position	Years of Experience	Minimum Desired Experience
Team Leader	15	Should have Master's degree in Engineering / Planning and relevant experience in design and project management, construction supervision of area development projects such as IT Parks/ SEZs/ Integrated Townships (Mixed use). He / She should have been Team Leader for at least two similar assignments during the last ten years. He/ she should be permanent employee of the firm. The team leader shall be from the lead member of the consortium and is expected to be stationed at Chennai for entire project duration.
Senior Urban Planner	10	Should be a Postgraduate in Urban Planning with relevant experience in planning and design of integrated townships (mixed use)/ IT parks/ SEZs / Industrial parks.
Senior Architect	10	Should be a Graduate in Architecture with relevant experience in planning and design of commercial towers / IT towers. he / she should have planned and design at least 5 Lakhs Sqft commercial / IT towers during last five years. He/ She should also have experience in Proof Checking of Contractors Design

Infrastructure Engineer (Roads and Drainage)	10	Should be a Postgraduate in Transportation Engineering with relevant experience in Design of Roads and Drainage for integrated townships (mixed use)/ IT parks/ SEZs / Industrial parks. He/ She should also have experience in Proof Checking of Contractors Design
Infrastructure Engineer (Water and Wastewater)	10	Should be a Postgraduate in Civil / Environmental Engineering with relevant experience in design of water supply and sewerage network for integrated townships (mixed use)/ IT parks/ SEZs / Industrial parks. He/ She should also have experience in Proof Checking of Contractors Design
Structural Engineer	10	Should be a Postgraduate in Structural Engineering with relevant experience in Structural Design for Buildings / Cross Drainage structures. He/ She should also have experience in Proof Checking of Contractors Design
Electrical and HVAC Engineer	10	Should be Graduate in Electrical Engineering Experience with relevant experience in design of power supply distribution system, substations and HVAC. He/ She should also have experience in Proof Checking of Contractors Design
Procurement Expert	10	Should be a Post Graduate with relevant experience in Preparation of Bid documents, bid evaluation et for infrastructure projects
Resident Project Engineer	10	Should be a Graduate in Civil Engineering with relevant experience in Project Management and Construction Supervision of Integrated Infrastructure Projects and Buildings
Quantity Surveyor	10	Should be a Graduate in Civil Engineering Experience in cost estimation, preparation of BoQs, bill certifications
Finance cum accounts professional	10	Should be MBA Finance/CA/ICWA/MCom with experience in preparing /verifying cost estimates, Passing of bills for payment and Taxation.

For projects in currency other than INR, claimed by consultant, the project cost shall be converted to INR on the date of award (duly mentioning the conversion rates adopted with dates).

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

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

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate and Receipts of GST payment.
- iv. Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last three (3) financial years (2017-18, 2018-19 & 2019-20).

2. SELECTION PROCESS

2.1 Technical Evaluation Criteria

Evaluation Criteria		Max Marks
I	Specific Experience of the Consulting Agency	
	<p>Experience in Project Management Consultancy Services involving Design, Engineering, Procurement, Bid Process Management, Inspection, Quality Control / Quality Assurance and Construction Supervision for Industrial Parks/ IT Parks / SEZs/ Integrated Townships (mixed use) having a minimum extent of 100 Acres with a minimum project cost (excluding land cost) of INR 150 Crores and above.</p> <p>a. 20 marks for fulfilling minimum qualification criteria given above. (2 Projects)</p> <p>b. Additional projects – 2.5 marks for each project more than 2 eligible projects</p>	25
II	<p>Experience in Comprehensive Consultancy Services involving engineering design and project monitoring for construction of IT Towers / Commercial Tower/Technology Tower with associated infrastructure & facilities with minimum G + 10 Floors having not less than 5 Lakhs sq. ft. area with minimum project cost (excluding land cost) of INR 150 Crores and above</p> <p>a. 15 marks for fulfilling minimum qualification criteria given above. (2 Projects)</p> <p>b. Additional projects – 2.5 marks for each project more than 2 eligible projects</p>	20

III	Technical Approach & Methodology Presentation of Technical Approach and Methodology	20
IV	Project Team	35
	1. Team Leader – 5 marks Minimum 15 years of experience - 3 marks For every additional 2.5 years of experience - 1 mark will be given limited to a maximum of 2 marks. 2. Senior Urban Planner – 3 marks 3. Senior Architect - 3 marks 4. Infrastructure Engineer (Roads and Drainage) – 3 marks 5. Infrastructure Engineer (Water and Wastewater)-3 marks 6. Structural Engineer – 3 marks 7. Electrical and HVAC Engineer- 3 marks 8. Procurement Expert – 3 marks 9. Resident Project Engineer – 3 marks 10. Quantity Surveyor – 3 marks 11. Finance cum accounts professional – 3 marks For sl.no.2 to 11 Minimum 10 years of experience- 2 marks For every additional 2.5 years of experience – 0.5 mark will be given limited to a maximum of 1 mark.	
	Total	100

Notes:

- i. The project claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria.
- ii. The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria. Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated.
- iii. Additional support staff in sufficient numbers shall be proposed by the Bidders. The Bidder shall also provide a detailed work plan and short CVs of support staff as proposed for effective delivery of the Services.

SECTION 6

TERMS OF REFERENCE

1. THE ASSIGNMENT

TIDCO proposes to appoint the Project Management Consultant for establishing the proposed Fin Tech City in Chennai.

2. SCOPE OF WORK

Scope of Services expected out of the Consultancy is as follows

Stage I – Engineering Design and Bid Process

Stage II – Project Management Services

The scope of services specified in this TOR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the successful implementation of the Project. The duration of the consultancy assignment is 30 Months.

2.1 Stage I – Engineering Design and Bid Process

The Stage I of the Consultancy Services shall include the following components

- Detailed Master Plan of FINTECH City with integration of Phase I area
- Design of FINTECH Tower in Phase I area
- Bid Process for Selection of Contractor for Development of Fintech Tower and Phase II & Phase III area.

2.1.1 Collection and review of available data & Earlier studies

On award of work, Consultant shall collect the available data with TIDCO and from other sources relevant to the project.

The Consultant is expected to carry out a review of Earlier Studies and firm up the project requirements in consultation with TIDCO.

2.1.2 Surveys and Investigations

2.1.2(i) Topographic Survey

Topographic Survey has been carried out as a part of the TEFS Studies. Consultant is expected to review and validate the data considering the project requirements

2.1.2(ii) Soil Investigations

Soil Investigation comprising of Borehole investigations and Trail pits shall be carried out. Borehole investigations shall include the FINTECH Tower, Phase II and Phase III areas. This shall cover drilling of standard geotechnical boreholes (150 mm nominal diameter) in the site using rotary drilling equipment [and drilling in soil up to 10 (ten) meter or refusal stratum (SPT "N">100) or 2 (two) meter in rock stratum, performing Standard Penetration Test at 1.5 meter depth intervals, collection of disturbed/undisturbed samples and conduct necessary laboratory tests/analysis on soil samples for engineering parameters (type/nature of soil, grain size distribution, Atterberg's limits, etc.) and calculation of Soil Bearing Capacity and recommendation of Safer Bearing Capacity (SBC) for the proposed development.

2.1.3 Detailed Master Plan

The Consultant is expected to review the earlier mater plan prepared as a part of the TEFS report identify the improvements and prepare a detailed master plan in consultation with TIDCO for the overall area with integration of Phase I area. The Consultant shall ensure that the master plan confirms to the local byelaws. It is also to be ensured that the master plan also takes care of environmental and social aspects. The master plan should clearly bring out the

- land use Mix and land area allocation for various uses with zoning and building footprints.
- Identification of RoW for major utility corridors
- Final land area with Ground coverage, FSI and Building mass
- Circulation Plan – Vehicular and Pedestrian Movement
- Integration of the land Parcels and connectivity to the proposed CMRRL Metro Station
- Open space and Landscape plan

Consultant is expected to provide a High-Quality 3D rendering of the Master Plan including a Walkthrough.

Consultant shall prepare necessary drawings as may be necessary for seeking the approval from Chennai Metropolitan Development Authority (CMDA) and also clearance from Airports Authority of India, Chennai.

2.1.4 Design of FINTECH Tower in Phase I area

TIDOC has earmarked around 3.55 acres of Land in Phase I area for development of FINTECH Tower. TIDCO propose to implement the Tower on design and build format (EPC Mode). The Consultant is expected to provide the Design Services required for inviting the Tenders for implementation on EPC Format.

2.1.5 Concept Design for Fintech Tower

The Consultant shall assess the requirements of FINTECH tower study the site constrains and advantages and develop a concept design for approval of TIDCO. The concept design shall include a integrated layout showing all the services. It shall clearly bring out the ground coverage, setbacks, building heights and development constraints. The concept design shall also take into consideration the LEED / GRIHA Rating. The consultant must develop 2-3 options and present them preliminary drawings and sketches along with High Quality 3D Models /Rendering.

2.1.6 Design – Architectural, Structural and MEP

The concept design and the site layout shall be finalized by incorporating the changes suggested by TIDCO. The design shall be supported with schematic drawings of all the services such as water supply, sewerage, drainage, electrical, fire and safety, solid waste disposal, HVAC, use of solar energy and reused of treated wastewater, rainwater harvesting. Facilities such as Lifts, Electrical transformers, DG Sets shall also be incorporated.

Preparation of Architectural design, landscaping design, graphic design and signage, design of electrical, Public Health, Mechanical services. Carry out Structural analysis & structural design calculations including seismic design based on design output. Designing the services shall be as per relevant Codes & specifications,

Architectural drawings shall include all floor plans, sections, and elevations for the building(s) to sufficiently explain the design. Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, pockets, standard details, and other construction details along with Material specifications as required for successful completion of the project.

2.1.7 Engineering Design - Phase II and Phase III area

Consultant has to carry Engineering design for Phase II and Phase III area. This will include Site grading, roads and drainage, water supply, power supply, sewerage network, ICT, parking area and common facilities. Consultant is also expected to design the utilities for Phase I area also. The design shall be supported with Design drawings, Bills of quantity and technical specifications suitable for bidding on an EPC format.

2.1.8 Obtaining Environmental Clearance

The proposed developments appear to attract the provisions of EIA Notification hence there could be necessity of obtaining environmental clearance. Consultant is expected to study the EIA Notification and carry out the tasks required for seeking Environmental Clearance. The consultant is also expected to assist TIDCO in seeking Consent for Establishment and Consent for Operation from Tamil Nadu Pollution Control Board.

2.1.9 External Infrastructure

Water – Based on the identified source of water, the Consultant shall design the facilities required for drawing the water from the source to the proposed facility.

Power – Consultant shall provide the details for drawing the power from the identified substation to the proposed facility. The facilities required for drawing the power shall be conceptualized and shall advise TIDCO the tasks required to be taken up for drawing the power to the FINTECH City.

2.1.10 Cost Estimate and Bills of Quantities

The Cost estimates shall be developed for FINTECH Tower and Phase II and Phase III Development area. Detailed estimates shall be made for the quantities and project cost including rate analysis considering the schedule of rates of Government of Tamil Nadu. The estimation of quantities shall be based on the engineering design carried out for respective components. Basis to be provided for the rates which are not available in schedule of rates. Further the rates for electromechanical components shall be supported with quotations from Vendors.

Consultant shall also estimate Operation and Maintenance cost

2.1.11 Financial Analysis

Detailed Financial analysis shall be carried out for the proposed facilities. The analysis shall also include sensitivity analysis, risk analysis. Consultant shall also undertake project structuring and identify the components that can be developed by TIDCO / commercial format. Consultant shall develop financial models for the identified project implementation structures.

2.1.12 Project Packaging and Procurement Plan

Based on the project development plan envisaged by TIDCO, the Consultant is expected to prepare a project packaging plan followed with a procurement plan.

2.1.19 Documentation and assistance for clearances required

The Consultant is expected to support TIDCO In securing the following approvals for the successful implementation of the project

- Approval from Tamil Nadu Pollution Control Board;
- Building Height clearance from Airports Authority of India (AAI);
- Layout approval from CMDS
- Building plan and other approvals
- Approval for Power and Water Supply and Sewerage disposal from concerned Authorities;
- Approval from Fire and Explosives Department

The Consultant shall assist TIDCO by proving required documentation for seeking the approvals from the concerned statutory bodies.

2.1.20 Bid Process Management

2.1.20(i) Preparation of Tender Documents

The Consultant shall prepare the Tender Documents based on the approved procurement Plan. The process for selection of the implementing agency can be two stage / single stage tendering system. The Consultant shall accordingly the Request for Proposal / Request for qualification documents for inviting bids on Engineering Procurement Construction (EPC) basis. The Consultants shall specify the minimum qualification criteria, bid evaluation criteria along with general conditions and special conditions of contract.

2.1.20(ii) Bid Process

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

shortlisted bid followed by assisting TIDCO during the negotiations with the selected bidder.

- iv. The Consultant is also expected to assist TIDCO in issuance of letter of award followed by signing of the agreement with the selected bidder.

2.2 Stage II – Project Management Consultancy Services (PMC)

The Consultancy Services expected during this stage is as follows

- Contract Management
- Proof Checking of Designs and Drawings
- Project Management Services including Construction Supervision

The PMC shall include the Phase I area development, FINTECH Tower, Phase II and Phase III area. The Scope of Services is further detailed as below:

2.2.1 Contract Management

- During the Project execution period, the Consultant is expected to monitor the Contractual Obligations and advice/ assist TIDCO in ensuring the compliance by the EPC Contractor(s).
- The Consultant shall also advise TIDCO on fulfillment / default of contractual obligations by the EPC Contractor(s) and suggest TIDCO on the actions to be taken on the agency.

2.2.2 Proof Checking of Design and Drawings

The Consultant should review the detailed designs and drawings prepared by the implementing agency to ensure

- Compliance to RFP Conditions, specifications, and standards
- Compliance to general safety and design standards

The Consultant shall review all designs, documents, drawings, estimates, specifications, makes and information provided by the Contractor(s). The Consultant shall proof check the documents & drawings submitted by the Contractor(s) through reputed organization(s) approved by TIDCO and shall monitor, co-ordinate, seek clarification, design overview.

In case of any alternative design / specifications proposed may or may not having adverse impact on the project cost, the Consultant is expected to interact with the Contractor(s) and understand the changes being proposed and mitigate the issue. In

case if the changes are warranted then the Consultant is supposed to provide a justification for the changes supported with cost variation if any and impact of the changes and recommend to TIDCO for approval of the changes.

2.2.3 Project Management Services including Construction Supervision

The Consultant shall provide overall Project Management Services covering but not limited to the following:

- Establish Project Management System and procedures
- Planning & Scheduling Control and monitoring
- Cost Control
- Change order Control Management
- Project Documentation Control

During execution of the Project, the Consultant shall act as representatives of TIDCO for reviewing and monitoring the progress and quality of the construction / equipment of the Project. The Consultant shall be fully responsible for effective time & cost control of the Project failing which he shall be liable for levy of penalty.

The Consultant shall provide all the approved Project personnel (team leader & his team), full-fledged office, and administrative support, at the Project Site so as to coordinate the activities between TIDCO and the EPC Contractor(s) and perform the Roles.

2.2.4 Construction Phase

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

- a) Prepare a master construction schedule using prima vera or MS project and monitor the project. Review the overall Project Schedules/network, identifying critical path, discussing with the EPC Contractor(s), setting priority activities and the timely completion of the Project
- b) Shall prepare and implement Quality assurance system by designating a quality assurance manager who shall formulate and monitor the quality system for this project. The quality of the services shall be ensured by deployment of resources – personnel and equipment and through regular interaction with TIDCO.
- c) Monitor the Project (both physical & financial) during entire Project duration and submit monthly reports as well as during intermediate periods, as required by TIDCO. Cost Control of Project considering resource mobilization and resource

leveling, Analysis of Project records; Identification of present conditions; Forecasting requirements for completion; Preparation of incremental and cumulative costs records.

- d) Review and update the networks and Project schedules regularly and take / initiate pro-active actions to avoid delays and ensuring timely completion of the Project and also suggest remedial actions to catch up the delayed activities.
- e) Develop Project Information system for highlighting slippage and hold up the EPC Contractor(s) for management, action and control.
- f) Shall be a single point contact for all technical and contractual matters as well as site office coordination.
- g) Carry out the function of accounting, financial record and controls of all the Project related activities including payments schedules and deliverables of Contractor(s).
- h) Review and finalize Quality Control Manual and construction safety manual to be prepared by the EPC Contractor(s).
- i) Coordinate the activities such as site take over, discussion with TIDCO and the EPC Contractor(s), review Contractor's work schedule, work plan and implementation schedule as per the contract, review of master list of equipment's and materials, review of master list of personnel, review of the Contractor's insurance policy, making arrangements for items like site office, laboratories etc.
- j) In case of deviations / variations in the Project design / specifications, the Consultant shall compute the saving / excess in the Project costs due to the same, the time attributable to the deviations, review and recommendation of the rate analysis, estimated quantity, etc.
- k) Shall address issues relating to specific site conditions, design modifications; review matters related to supervision of safety and environment management measures by EPC Contractor(s) for the Project.
- l) Shall supervise Quality control, commissioning procedures and assist TIDCO in issuing certificate of satisfactory completion of works / milestones, establishment of quality control lab at site by the EPC Contractor(s). Compile and review all day-to-day quality control data obtained from the construction sites, and verify the accuracy of such data by random checks of the records and by carrying out independent testing as necessary;
- m) Performance control with respect to the quality of materials proposed by the Contractor(s) and delivered to the Project site by conducting the required test

specified in the specifications periodically as set and approved by TIDCO, these will include:

- n) Quality tests on all construction material like reinforcement steel, aggregate, sand, cement, concrete, wood, PVC, pipes & materials etc. as per requirement and make sure they comply with the Standards & Specifications and accepted method of quality control.
- o) Inspection & certification of quality for material /equipment procured by Contractor(s) by inspecting the manufacturer's certificates and test results and ensure compliance with the specifications.
- p) Shall document the EPC Contractor's activities & issue letters/work instructions/notice recommendations as and when required.
- q) Conduct Project site review meetings on weekly basis where TIDCO and other officials of the TIDCO may also be present.
- r) Submit progress reports to TIDCO and in the formats required for various government authorities as necessary.
- s) Shall carryout, in coordination with TIDCO, all the activities required for the safe and timely completion of the Project without cost over-runs / minimizing Cost Over-runs; assure quality of work as per applicable standards in all activities related to the Project.
- t) Liaise with TIDCO and EPC Contractor(s) to resolve design related problems encountered during the Construction Stage.

Consultant is also expected to perform the following activities

- I. Assist TIDCO to address legal issues associated with the EPC Contract. Any assistance with respect to court cases and contract agreement needs to be provided.
- II. Analyze and allocate / apportion delays attributable to TIDCO, EPC Contractor(s), etc. and suggest remedial as well as penal action. Assist in interpreting and applying the various legal provisions of the contract documents, and in amicably resolving disputes.
- III. Examine and make recommendations on all claims from the Contractor(s) for time extension, extra compensation, or expenses or other similar matters;

2.2.5 Post Construction phase

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

- a) Submission of Operational & Maintenance Manuals (both hard & soft)
- b) Review and finalize all as- built drawings/data developed by the EPC Contractor(s).
- c) Submit final report, which will contain all technical and financial information of the project right from conceptualization to completion. The final report should be a complete comprehensive document including as-built drawings, variations, problems faced, actions taken, major events, contract changes, claims or disputes or any other substantive matters having an effect on the cost and progress of the work etc.

3. DELIVERABLES AND TIME FRAME

Proposed deliverables and timeframe for the study are provided in the following table.

S. No	Deliverable	Timeframe (From the date of signing of agreement with TIDCO)
Stage I – Master Plan, Engineering Design and EIA Studies		
1.	Inception Report	2 nd week
2.	Submission of Detailed Master Plan for overall area	4 th week
3.	Submission of Form I and ToR for seeking Environmental clearance	6 th week
4.	Submission of Detailed Engineering Design for Phase II and Phase III area	6 th week
5.	Submission of Concept Design along with schematic layout and 3D rendering of the FINTECH Tower	10 th week
6.	Submission of Final Architectural design with drawings, Cost estimates for Fintech Tower	12 th week
7.	Submission of EIA Report for seeking environmental clearance	18 th week

Stage II Bid Process Management		
8.	Submission of EPC Tenders for Phase II and Phase III area	10 th week
9.	Submission of EPC Tenders Documents for FINTECH Tower	14 ^h week
10.	Submission of Bid Evaluation Reports for Phase II and Phase III area	18 th Week
11.	Submission of Bid Evaluation Reports for Fintech Tower	20 th week
Stage III – PMC Services – 24 Months		
12.	Monthly Progress Reports	

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

4. PAYMENT TERMS

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

S. No	Deliverable	% of Payment
Stage I – Master Plan, Engineering Design and EIA Studies		
1.	Inception Report	5%
2.	Submission of Detailed Master Plan for overall area	5%
3.	Submission of Form I and ToR for seeking Environmental clearance	5%
4.	Submission of Detailed Engineering Design for Phase II and Phase III area	10%
5.	Submission of Concept Design along with schematic layout and 3D rendering of the FINTECH Tower	10%
6.	Submission of Final Architectural design with drawings, Cost estimates for Fintech Tower	10%

7.	Submission of EIA Report for seeking environmental clearance	10%
Stage II Bid Process Management		
8.	Submission of EPC Tenders Documents for Phase II & Phase III area and FINTECH Tower	5%
9.	Submission of Bid Evaluation Reports for Phase II & Phase III area and FINTECH Tower	5%
Stage III – PMC Services – 24 Months		
10	PMC Services (shall be paid on pro rata basis for every month)	35%
	Description	Percentage of 35% of contract value
i.	Completion of construction work of Phase 1 including all basic infra and utilities	5%
ii.	Completion of Site Grading – for total area (Phase I and Phase II)	5%
iii.	Road Works including Storm water drainage, culverts, Street lights, Utility corridor and appurtenances for total area	5%
iv.	Water storage and distribution system for total area	5%
v.	Power Supply systems for total area	5%
vi.	Completion of Work and issue of Completion Certificate	5%
vii.	Post construction – submission of all documents as per scope of work	5%

SECTION 7
TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION FORMS AND STANDRAD
FORMS

- 7A. Technical Proposal Submission Form
- 7B. Format for Power of Attorney for Authorized Signatory
- 7C. Format for Power of Attorney for Lead Member of Consortium (applicable for Consortium)
- 7D. Format for Joint Bidding Agreement (applicable for Consortium)
- 7E. Format for Submission of Information about the Consultants
- 7F. Format to Demonstrate Technical Eligibility
- 7G. Format for Providing Experience of the Consultant for Technical Evaluation
- 7H. Description of the Methodology and Work Plan for Performing the Assignment
(with Detailed Work Schedule)
- 7I. Team composition and Task Assignments
- 7J. Format of Curriculum Vitae for Proposed Professional Staff
- 7K. Financial Proposal Submission Form
- 7L. Draft Contract Agreement for this Assignment to be carried out by Firm
- 7M. Format of Performance Security in the form of Unconditional Bank Guarantee
- 7N. Checklist for Submission

7A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

TO: (Name and Address of TIDCO)

Sir:

Subject: Appointment of Project Management for establishing Fin Tech City in Chennai, Tamil Nadu- submission of technical proposal.

Being duly authorized to represent and act on behalf of (hereinafter referred to as the "Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Bidder) for the captioned Assignment in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of **180 days** from _____ (insert Proposal Submission Date).

We also hereby agree and undertake as under:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

7B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY¹

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2021

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

¹ To be submitted in original.

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

**7C. FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM²
(applicable for consortium)**

Whereas the (the "TIDCO") has invited Bids from interested parties for providing Project Management Consultancy services for establishing Fin Tech City in Chennai, Tamil Nadu(the "Assignment").

Whereas,,,and (collectively the "Consortium") being members of the Consortium are interested in bidding for the Assignment in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Assignment and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Assignment, including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute

² To be submitted in original.

contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with TIDCO, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with TIDCO.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2021

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

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

7D. FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2021

AMONGST

1., {a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company} incorporated under the Companies Act, 2013^y and having its registered office at (hereinafter referred to as the "**First Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2., {sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company} incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "**Second Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3., {sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company} incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "**Third Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND AND THIRD PARTY are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) Tamilnadu Industrial Development Corporation Limited (TIDCO), represented by its Chairman & Managing Director and having its principal offices at 19-A, Rukmani

A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

Lakshmipathi Salai, Egmore, Chennai - 600 008, India(hereinafter referred to as the "TIDCO" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal No. dated (the "RFP") for "Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu"

- (B) The Parties are interested in jointly bidding for the Assignment as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Assignment, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for undertaking the Assignment.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for undertaking this Assignment, either directly or indirectly or through any of their Associates.

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFP, and the Consultancy Services Agreement, in case one such Agreement is entered into.

4. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial

condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Assignment is achieved under and in accordance with the Agreement, in case the Assignment is awarded to the Consortium. However, in case the Consortium is either not qualified for undertaking the Assignment or does not get selected for award of the Assignment, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by TIDCO to the Bidder, as the case may be.

6. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PARTY

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and TIDCO to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed and Letter of Association (clearly mentioning the nature of the consortium - whether JV, sub-consultant etc) and a Board resolution duly authorising the Signatory

7E. FORMAT FOR SUBMISSION OF INFORMATION ABOUT THE CONSULTANTS

(To be filled by each member of the Consortium, signed respectively and attached)

S. No.	ITEMS	DETAILS										
i)	Name of the Company											
ii)	Legal Status											
iii)	Bidding Status	{Sole Firm/ Lead Member/ Member of Consortium}										
iv)	(a)Postal address of the Registered Office (b)Telephone no.(s) (c)Fax No.(s) (d) Website, (e)Email	(a) (b) (c) (d) (e)										
v)	(a) Name of the authorized representative (b) Designation and postal	(a) (b) (c)										
vi)	Year of incorporation of the company under the Companies											
vii)	Banker's Name and Address											
viii)	Registration Number (under											
ix)	Permanent Account Number (PAN) for Income Tax											
x)	GST details											
xi)	Annual turn over the last three completed financial years	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Annual Turnover (Rs. Crore)</th> </tr> </thead> <tbody> <tr> <td>FY2017-18</td> <td></td> </tr> <tr> <td>FY2018-19</td> <td></td> </tr> <tr> <td>FY2019-20</td> <td></td> </tr> <tr> <td>Average Annual Turnover (Rs. Crore)</td> <td></td> </tr> </tbody> </table>	Financial Year	Annual Turnover (Rs. Crore)	FY2017-18		FY2018-19		FY2019-20		Average Annual Turnover (Rs. Crore)	
Financial Year	Annual Turnover (Rs. Crore)											
FY2017-18												
FY2018-19												
FY2019-20												
Average Annual Turnover (Rs. Crore)												

Signature, Name & Designation of the Authorized Signatory

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by registrar of companies/firms
- Copy of GST Certificate

- Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (3) financial years (Year 2016-17, Year 2017-18 & Year 2018-19)
- Auditor's certificate to verify the annual average turnover for the last three financial years in the following format

Certificate from the Auditor

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

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorized Signatory)

7F. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Similar work experience in the Last 10 Years (for two categories of experience (sl. no.1&2) in 1.1(iii) under clause-1 in Section-5)

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

Signature of Authorized Representative of the bidder

Note:

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

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

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

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

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

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

7H. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT (WITH DETAILED WORK SCHEDULE)

71. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff

S. No.	Name	Proposed Position	Summary of tasks to be performed in the assignment
1.			
2.			
3.			
4.			
5.			
6.			
7.			

2. Support Staff

S. No.	Name	Proposed Position	Summary of tasks to be performed in the assignment
1.			
2.			
3.			
4.			
5.			
6.			
7.			

7J. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

7K. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Address of TIDCO)

Sir,

Subject: Appointment of Project Management Consultant for establishing Fin Tech City in Chennai, Tamil Nadu-submission of Financial proposal

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for proposal dated **xxxxx** and our proposal (Technical and Financial proposal) dated xxxxx. Our attached financial proposal is for the sum of **Rs..... (Figures) (Rupees. Words only/-)**. This amount is exclusive of GST estimated at INR (Figs) (Rupees. Words only/-) after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.

Our financial proposal is binding upon us up to expiring of validity period of the proposal, **i.e. date xxx.**

We undertake that, in competing for and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept any proposal you receive.

Item	Amount in Rs.	
	Amount in digits	Amount in Words
Cost of the Financial Proposal		
(1) Remuneration		
(2) Out of Pocket Expenses		
Total Base Cost of the Financial Proposal: A		
Tax (GST __ %) : B		
Grand Total (A+B)		

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

Note:

1. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
2. The breakup of expenses shall be provided by Consultancy Firm as given below Form.
3. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).
4. In the case of assignment dropped mid-way or at any time after award, the above rates will be utilized for downsizing the payment on prorated basis of payment schedule.

Break up for Cost Estimate of Services

I. Remuneration to Staff:

S. No.	Key Professionals	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
2					
3					
4					
	Total - A				

S. No.	Support Staffs	Name	Rate Amt in Rs	Man Months	Total Cost Amount in Rs
1					
..					
..					
..					
..					
	Total - B				

II. Out-of-Pocket Expenses:

S. No.						Total Cost Amount in Rs.
1	Per Diem	Room	Subsistence	Total	Days	
2	Air Fare					
3	Lump Sum Miscellaneous Expenses					
..						
..						
	Total - C					

III. Other Expenses:

S. No.					Total Cost Amount in Rs.
1	Local conveyance				
2	Printing cost				
3	Misc. if any				
	Total - D				

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

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm)

PAN:

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this ___ day of2021 by and between Tamil Nadu Industrial Development Corporation Limited TIDCO ('Client') having their office at, Chennai - 600 008, and M/s., ('Firm') (hereinafter will be referred as Firms) having their Office located at

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ months, during the period from _____ to _____.

3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other

date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

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

The (Name of Client) will pay (Name of Consultant), within three weeks of receipt of invoice after approval of the report, which is as follows:

Amount	Currency
---------------	-----------------

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The risks and the coverage shall be as follows:

(a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];

(b) Professional Indemnity insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];

(c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The [Name of Consultants] shall also indemnify and hold harmless the (Name of Client) against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract. The liability of the [Name of Consultants] under any circumstance shall not exceed one time of

contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilfulmis conduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Contract.

10. Either party may give notice for termination of this contract along with a rectification period of 30 days. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

11. On issue of Letter of Award (LoA), an acceptance for LoA shall be sent by Consultants within 3 days and subsequently execute agreement with the Client within 7 days from the date of acceptance of LoA. Failing to do adhere to this, the Client reserves the right to cancel the consultancy work by forfeiting the EMD.

12. The Consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The Consultants shall meet the Client with all the key personnel, as a proof of mobilization and commence work within 5 days from the date of signing of contract agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work.

13. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 10 days from the date of issue of LoA.

14. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

15. All reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the Client.

16. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due

regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

17. The Consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

18. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

19. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission. Confidential information does not include any information which:

- i. is rightfully known to the recipient prior to its disclosure;
- ii. is independently developed by the recipient without use of or reliance on confidential information or
- iii. later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
- iv. where recipient is ordered by a judicial authority to disclose confidential information.

20. SETTLEMENT OF DISPUTES

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

20.2. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the

Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

21.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

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

21.2. By the Consultant

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

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

21.3 Cessation of Services:

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

22. Force Majeure:

Definition

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

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

a. No Breach of Contract

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

b. Measures to be Taken

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

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

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

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

c. Suspension

The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not

exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

23. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

24. The jurisdiction of court will be at Chennai.

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

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

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

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

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

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

26. Confidentiality: Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

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

28. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for period indicated in the Annexure-5 format. Failing which the Performance Security shall be forfeited.

Place:

Date:

Thiru._____

Thiru._____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

- Annex A: Description of Services (Terms of Reference)
- Annex B: Consultants Personnel
- Annex C: Consultant’s Reporting Obligations
- Annex D : Cost of the assignment with break up
- Annex E : Performance Security

7M. FORMAT OF PERFORMANCE SECURITY IN THE FORM OF UNCONDITIONAL BANK GUARANTEE

To

Chairman and Managing Director
Tamilnadu Industrial Development Corporation Limited
19-A, Rukmini Lakshmi pathi Salai, Egmore, Chennai – 600 008

In consideration of Tamil Nadu Industrial Development Corporation Limited TIDCO (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Letter of Acceptance no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the "Agreement") Consulting Servicesand the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of twelve (12) months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021.

7N. CHECKLIST FOR SUBMISSION

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

Sl. No.	Description	Tick (Yes/No)	Page No.
1	Technical Proposal Submission (Form 7A)		
2	Power of Attorney for Authorized Signatory (7B)		
3	Power of Attorney for Lead member of Consortium (7C)		
4	Joint Bidding Agreement (7D)		
5	Information about the Bidders/Consultancy firm (7E)		
(i)	Copy of Company Registration certificate		
(ii)	Copy of audited Balance Sheets along with Profit and Loss Account statements of the firm for the last three financial years and Annual reports		
6	Technical Eligibility of the Firm (7F)		
7	Experience of the consultant for technical evaluation(7G)		
	Documentary evidence for similar projects experience (for two categories)		
(i)			
(ii)			
(iii)	Additional project		
8	Methodology and work plan (maximum 20 pages inclusive of charts and graphs) (7H)		
9	Team composition and Task assignments (7I)		
10	CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) (7J)		
11	A copy of Contract Agreement (7L)		
12	Performance Security (7M)		
13	Tender document fee - DD for Rs.25,000/-		
14	Bid Security -DD for Rs.5,00,000/-		