

Tamil Nadu Industrial Development Corporation Limited (TIDCO)

SELECTION OF CONSULTANT

FOR

PREPARATION OF FEASIBILITY REPORT FOR SETTING UP OF SPACE INDUSTRIAL PARK and

PROPELLANTS PARK NEAR THOOTHUKUDI, TAMIL NADU

REQUEST FOR PROPOSAL

Tender Ref no: TIDCO/TNDIC/SIP-Tuticorin/2023

March 2023

Managing Director

**Tamil Nadu Industrial Development Corporation Limited
19-A, Rukmini Lakshmi pathi Salai Egmore, Chennai –600 008
Phone: 044-2858 9118; Fax: 044-2855 3729**

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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 anyway 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 at the State of Tamil Nadu will have jurisdiction over matter concerning and arising out of this RFP document.

SECTION 1.
LETTER OF INVITATION

07.03.2023

Sir,

Sub: Selection of Consultant for Preparation of preparation of Feasibility Report for setting up of Space Industrial Park and Propellants Park near Thoothukudi, Tamil Nadu

Government of Tamil Nadu has mandated TIDCO as Nodal Agency for implementing Defence Industrial Corridor project with the objective of promoting Aerospace & Defence Industries in the State. In this context TIDCO intends to select a consultant to undertake feasibility study and prepare a Feasibility Report for Space Industrial Park and Propellants Park near Thoothukudi, Tamil Nadu

Interested Consultants can download the RFP from the website www.tidco.com and www.tenders.tn.gov.in The Bid Processing Fee of Rs. 10000 (Rupees Ten 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 "Tamil Nadu Industrial Development Corporation Limited." payable at Chennai. The Terms of Reference, Qualification criteria, terms and conditions including evaluation criteria and other conditions are provided in the RFP

The Request for Proposal (RFP) includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants
- Section 3 - Data Sheet
- 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 and Standard Forms

We hereby request you to kindly submit the bids duly completed as per this RFP as hardcopy on or before. **"07.04.2023"** 3.00pm. Please refer data sheet for all important dates regarding the tender.

Thanking You,

Yours faithfully,

Managing Director

Tamilnadu Industrial Development Corporation Limited

19A, Rukmini Lakshmi pathi Salai, Egmore, Chennai – 600 008

SECTION 2

INFORMATION TO CONSULTANTS

1. GENERAL

1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and for signing of a contract with the selected Consultants / Firm.

1.2 TIDCO will select a consultant/firm among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the RFP

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the satisfaction of TIDCO before beginning of the work for the next phase.

1.4 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 may visit TIDCO before submitting a Proposal. The Consultants may contact the official named in the Data Sheet to obtain any relevant / additional information on the Assignment.

1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the sites & or TIDCO are not reimbursable as a direct cost of the Assignment; and (ii) TIDCO is not bound to accept any of the Proposals submitted.

1.6 TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.

1.7 TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of any Force Majeure events that may be decided solely at the discretion of TIDCO. In such cases the compensation shall be restricted up to the amount paid by TIDCO and no claim whatsoever for any compensation shall be entertained by TIDCO.

1.8 The Bid Processing Fee of **Rs. 10,000 (Rupees Ten 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 Limited

payable at Chennai. The document can also be downloaded from the website www.tidco.com and www.tenders.tn.gov.in. In case the Bidders have downloaded the RFP document from the website, they should submit the DD towards the Bid Processing Fee along with their Proposal. The proposal submitted without document fee will be rejected.

1.9 A Bid Security for an amount of **Rs. 100,000 (Rupees One Lakh only)** in the form of a Demand Draft payable at Chennai drawn in favour of “Tamilnadu Industrial Development Corporation Limited.” 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 after 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 OF 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 (<https://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 and 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

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

TECHNICAL PROPOSAL

3.2 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.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i Proposed Key Personnel Team members must have the minimum years of experience indicated in the RFP.
- ii Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- iii 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.
- iv The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- v No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
- vi The key personnel shall remain available for the period as indicated in the RFP.
- vii 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.
- viii 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.

3.4 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.

3.5 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.

3.6 The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL

3.7 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.

3.8 The Financial Proposal should be a lump sum proposal inclusive of all the costs except GST associated with the Assignment 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.

3.9 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 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.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.2 For Technical Proposal, Consultant should prepare the number of copies indicated in the Data Sheet. Each 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 governs.

4.3 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.

4.4 The original and all copies of the Technical Proposal shall be placed in a separate sealed

envelope clearly marked "Technical Proposal," and the original of the Financial Proposal shall be in a separate sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes along with Bid Security Demand Draft and RFP Document Fee demand draft shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposal together with the RFP Document Fee Demand draft and the Bid security Demand Draft must be delivered 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.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposals shall remain sealed until they are opened publicly as per the terms prescribed in the RFP.

4.7 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.

4.8 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.

4.9 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.

4.10 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 the RFP. 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.

4.11 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 the RFP.

5. TECHNICAL PROPOSAL

5.1 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.

5.2 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:

$$\text{Technical score of the bidder } ST = 100 \times (T / T_H)$$

T= Marks secured by the respective Bidder

T_H= Highest Marks secured.

SHORT LISTING OF CONSULTANTS

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

5.4 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.

5.5 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.

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

5.6 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.

5.7 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_L) will be given a financial score (S_F) of 100. The Financial Scores of other proposal will be computed as follows:

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

(F = Amount of Financial Proposal)

F_L = Amount quoted by lowest bidder

VALUATION METHODOLOGY AND RANKING

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

$$\text{Combined score } S = S_T \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposals that shall be 0.80 and 0.20 respectively.

6. 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.

7. NEGOTIATIONS

7.1 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. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TIDCO and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home 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.

7.2 Having selected the firm 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 availability of experts named in the Proposal. Before contract negotiations, TIDCO will require assurances that the experts will be actually available. 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 were offered in the proposal without confirming their availability, the

consultant may be disqualified.

7.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations TIDCO and the firm will initial the agreed contract. If negotiations fail, TIDCO will invite the firm whose proposal was the second lowest bid to negotiate a contract. 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.

8. AWARD OF CONTRACT

8.1 A Letter of Award (LOA) will be issued followed by the negotiations. After issuance of LOA, TIDCO will promptly notify other consultants whose bids were considered non-responsive and return the Financial Proposals of such consultants

8.2 A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall, within 5 (Five) 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.

8.3 **Performance Security:** Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, at the time of 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.

8.4 **Execution of Contract:** After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 15 (Fifteen) 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 in the RFP.

8.5 **Commencement of Assignment:** The Consultant shall commence the Services from 7 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.

9. CONFIDENTIALITY

9.1 Information relating to evaluation of proposals and recommendations concerning awards

shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

10. FRAUD AND CORRUPT PRACTICES

10.1 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.

10.2 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.

10.3 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.

11. 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.

12. DISPUTE RESOLUTION

12.1 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.

13. FORCE MAJEURE

13.1 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.

14. MISCELLANEOUS

14.1 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.

14.2 TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i 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;
- ii Consult with any Bidder in order to receive clarification or further information;
- iii Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
- iv 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.

14.3 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.

14.4 TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.

SECTION 3. DATA SHEET

3.1.1 Name of the Assignment:

Request for Proposal for Preparation Of Feasibility Report For Setting Up Of Space Industrial Park and Propellants Park Near Thoothukudi, Tamil Nadu (the “Assignment”)

3.1.2 The name, address and telephone numbers of TIDCO’s official is **Managing Director, Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmi pathi Salai, Egmore, Chennai –600 008; Phone: 044- 2855 1192; Fax: 044-2855 3729; E mail: cmd@tidco.com , coord.tndic@tidco.com**

3.1.3 Clarifications requested will be given during the Pre-Bid meeting and / or will be communicated to all those who have procured the RFP, by mail, facsimile or electronic mail. The timetable for the Bidding process is given below:

Milestone	Date
Issue of Advertisement	07.03.2023
Last date for receipt of request for clarifications to be given at the pre bid meeting.	07.04.2023 The queries should be sent by email to the following email address: cmd@tidco.com , coord.tndic@tidco.com , the queries should be sent in Microsoft word or MS Excel format only
Pre-Bid meeting	3:00 PM on 16.03.2023 at the office of TIDCO, Chennai, 600008/ Virtual Bidders who wish to attend the pre bid meeting online are requested to send an email for the meeting link
Cost of RFP Documents	The Bid Processing Fee of Rs. 10,000 inclusive of GST in the form of a Crossed Demand draft payable at Chennai drawn in favour of “Tamilnadu Industrial Development Corporation Limited.” from any Scheduled bank should be submitted along with the Bids. Website for download: https://tidco.com ,

	https://tenders.tn.gov.in & http://www.tndefencecorridor.in/
Bid Security	Bid Security for an amount of Rs. 100,000 (Rupees One Lakh only) in the form of a Demand Draft payable at Chennai drawn in favour of “Tamilnadu Industrial Development Corporation Limited.” from any Scheduled bank shall be submitted along with the Original Technical Proposals
Submission of proposals	07.04.2023 at 3:00 PM as hardcopy
Place of submission of a bid	Office of Managing Director Tamil Nadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmipathi Salai, Egmore, Chennai –600 008 Phone: 044- 2855 1192; Fax: 044-2855 3729 E mail: cmd@tidco.com , coord.tndic@tidco.com
Opening of proposals	07.04.2023 at 3:30 PM

- 3.1.4 Proposals should be submitted in English language
- 3.1.5 Proposals must remain valid for **180 days** after the submission date
- 3.1.6 Consultants must submit an original and two additional copies of the technical proposal. The Financial Proposal will be submitted in original.
- 3.1.7 Proposal submission address will be as given in Letter of Invitation. Information on envelope should include: PROPOSALS FOR CONSULTANCY SERVICES FOR “PREPARATION OF FEASIBILITY REPORT FOR SETTING UP OF SPACE INDUSTRIAL PARK AND PROPELLANTS PARK NEAR THOOTHUKUDI, TAMIL NADU”

SECTION 4

BACKGROUND TO THE RFP

Background-

- 1) India is one of the key Aerospace and Defence markets of the world driven by increasing growth of aviation industry, defence spend, military modernization plans, increased exploitation of space for supporting all industrial domains and strong engineering base.
- 2) Since inception, the Indian space programme has been orchestrated well and with distinct elements such as, satellites for communication and remote sensing, the space transportation system and application programmes. Two major operational systems have been established – the Indian National Satellite (INSAT) for telecommunication, television broadcasting, and meteorological services and the Indian Remote Sensing Satellite (IRS) for monitoring and management of natural resources and Disaster Management Support. ISRO’s lunar and interplanetary missions and other projects continue to generate crucial scientific data which are extremely valuable to the scientific community.
- 3) In 2020, Govt of India permitted private companies to venture into the space industry which was the completely under the control of ISRO. This was done to allow ISRO to concentrate on scientific space missions instead of being engaged in routine activities like launching weather and communication satellites. The government introduced these policy reforms intending to leverage the private sector to make it one of the most self-reliant, spacefaring nations.
- 4) One of the key sub-segment and probably the fastest growing one is the Small Satellite market. The global small satellite market size was valued at USD 3215.9 Million in 2020 and is projected to reach USD 13711.7 Million by 2030 growing at a Compound Annual Growth Rate (CAGR) of 16.4%.
- 5) Govt of India has taken cognizance of this small satellite market potential and has embarked on establishing its new spaceport specifically for supporting this segment of the space sector. This space port is coming up near the southern tip of the country at a place called Kulasekarapatnam (8.35N, 78.00E), Thoothukudi District, Tamil Nadu. This facility would be used by private industries as well for launching small satellites into orbit.
- 6) The Govt of Tamil Nadu through Tamil Nadu Industrial Development Corporation (TIDCO) envisages creation of space industrial parks in the vicinity of the proposed spaceport to shorten the supply chain for the upstream activities. It also plans to link these industrial parks with the existing ecosystem in the state for manufacture of electronics, mechanical structures, propulsion chemicals etc to support the efficiencies. The Common Test Centres, Common Facilities Centres and the centres of excellence which are being established would provide a supporting base for the linked industries.
- 7) TIDCO is hence undertaking the process for selection of a Consultant for the “Preparation of Feasibility Report for setting up of Space Industrial Park and Propellants Parks” near Thoothukudi, Tamil Nadu. The

Consultant shall execute this assignment in accordance with the Terms of Reference (the "TOR").

8) The Authority invites proposals (the "Proposals") for selection of a Consultant (the "Consultant") who shall prepare the Feasibility Report for setting up of Space Industrial Park and Propellants Park at Thoothukudi.

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 Bidder should be a registered legal entity recognized under the legal statute of India including any Company, Partnership firms/LLP operating for minimum ten (10) Years as on January 31, 2023. JV or consortium is not permitted

Document Proof” - Copy of the Registration Certificate/Incorporation Certificate

ii. The Bidder shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies.

Document Proof” - Self Declaration

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 (10) financial years from Proposal Due Date (PDD) shall be deemed as eligible assignment.

a. The Applicant should have experience of completing at least **One Eligible Assignment I** in the last Ten (10) years from the PDD.

An **Eligible assignment I** is defined as– “Experience of working in the preparation of DPR/ TEFr/ DFR for setting up of Industrial Park/ SEZ’s with an extent of 250 Acres/Project cost of 750 Crores.”.

b. The Applicant should have experience of completing at least **Two Eligible Assignment II** in the last Five (05) years from the PDD.

An **Eligible assignment II** is defined as– “Experience of conducting a market assessment/ baselining-benchmarking/ strategic vision formulation for a government/ private sector organization involved in Space/ Aerospace & Defence manufacturing in India”.

Copy of Work Order and Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received.

In case the Applicant doesn’t have a Statutory Auditor, it shall provide a requisite certificate from the Chartered Accountant who usually audits annual accounts of the Applicant.

iv. Financial Eligibility

Average Annual Turnover in last five (5) years:

The Applicant should have an Average Annual Turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 100 Crores for the past five audited financial years i.e. FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18

Certificate(s) from its Statutory Auditors stating its turnover from management consultancy and advisory services (excluding tax, audit and IT implementation services) during each of the 5 (five) financial years preceding the PDD.

v. Office in the state of Tamil Nadu

The Applicant should have office establishment/willing to set up office in the State of Tamil Nadu.

Self – Certification to be submitted in this regards

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 five (5) financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-2022).

2. SELECTION PROCESS

2.1 Technical Evaluation Criteria

Sl#	Evaluation Criteria	Sub-Criteria	Maximum Marks										
1	Financial capacity	<p>Criteria: Annual turnover from consultancy services</p> <table border="1"> <thead> <tr> <th>Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>251 and above</td> <td>10</td> </tr> <tr> <td>201- 250</td> <td>8</td> </tr> <tr> <td>151-200</td> <td>6</td> </tr> <tr> <td>100-150</td> <td>4</td> </tr> </tbody> </table>	Turnover	Marks	251 and above	10	201- 250	8	151-200	6	100-150	4	10
Turnover	Marks												
251 and above	10												
201- 250	8												
151-200	6												
100-150	4												
2	Relevant experience of Applicant in carrying out market assessment/ baselining-benchmarking/ strategic vision formulation for a private client/government entity/PSU involved in Space/ Aerospace & Defence manufacturing in India	Four (4) marks for each Assignment, up to a maximum of Twelve (12) marks	12										
3	Relevant Experience of Applicant – in the preparation of DPR/ TEF/ DFR for setting up of Industrial Park/ SEZ's with an extent of 250 Acres/Project cost of 750 Crores in India	Four (4) marks for each Assignment, up to a maximum of Twelve (12) marks	12										
4	Experience of Applicant – in Eligible assignments related	Two (2) marks for each Eligible Assignment, up to a maximum of Six (6) marks	6										

Sl#	Evaluation Criteria	Sub-Criteria	Maximum Marks
	to space sector for government entity/PSU in India	Eligible Assignment is defined as projects related to market assessment/ baselining-benchmarking/ strategic vision formulation related to Space sector for government entity/PSU. Note: Projects submitted against Sl. No. 2 will not be considered for marking for Sl. No.4	
5	Experience of Applicant – in the preparation of DPR/TEFR/DFR for setting up of Space/Aerospace and Defence Park in the world	<ul style="list-style-type: none"> • Four (4) marks if the assignment pertains to setting up of space park • Two (2) marks if the assignment pertains to setting up of aerospace and defence park (Only one assignment will be considered). 	4
6	Presentation demonstrating understanding of the space industry in India, experience of preparing DPR for industrial Park SEZ's and Approach & Methodology for the Terms of Reference	Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their Presentation on experience of market assessment for the space industry and of developing Industrial/ SEZ's. Eligible Applicants shall make a presentation before the Tender Scrutiny Committee of TIDCO. Approach and Methodology submitted as part of Bid – 15 marks Technical Presentation before Tender Scrutiny Committee – 15 marks	30
7	Key Personnel (4 Members)		26

Sl#	Evaluation Criteria	Sub-Criteria	Maximum Marks
a.	Team Leader	<p>Team Leader – Max. Ten (10) Marks</p> <p>a) Minimum Eligibility: MBA or equivalent masters – Minimum 12 years of experience with progressively increasing roles of leading project teams in complex assignments in India or abroad.</p> <p>b) Should be a permanent employee of the bidder.</p> <p>c) Experience (Max-2 marks) Less than 12 years – 0 marks Between 12 – 15 years – 1 mark Above 15 years – 2 marks</p> <p>d) Qualifying Projects (Max 8 marks) Two (2) Marks for each Eligible Assignment - <i>Eligible assignment is defined as leading Assignments pertaining to market study/ DPR preparation in space sector/ Aerospace & Defence</i></p>	10
b.	Sector Expert	<p>Sector Expert –Max. Six (6) marks</p> <p>a) Minimum Eligibility: Masters in engineering or equivalent Minimum 20 years of experience in space sector</p> <p>b) Qualifying Projects: Max Six (6) marks Two (2) Marks for each Eligible Assignment <i>Eligible assignment is defined as advisory role/ Sector Expert role to Govt./ Private Client in space sector for project preparatory studies/DPR/execution</i></p>	6
c.	Market Analyst	<p>Market Analyst– Max. Six (6) marks</p> <p>a) Minimum Eligibility: MBA or equivalent masters. Minimum 10 years of experience</p>	6

Sl#	Evaluation Criteria	Sub-Criteria	Maximum Marks
		b) Qualifying Projects: Max Six (6) marks Two (2) Marks for each Eligible Assignment <i>Eligible assignment is defined as advisory role/ Market Analyst role/ to Govt./ Private Client for project preparatory studies in Space Sector/ aerospace & defence sector.</i>	
d.	Industrial Park/ SEZ Expert	Industrial Park/SEZ Expert– Max. Four (4) marks a) Minimum Eligibility: MBA or equivalent masters. Minimum 10 years of experience b) Qualifying Projects: Max Four (4) marks Two (2) Marks for each Eligible Assignment Eligible assignment is defined as advisory role/ Industrial Park/SEZ Expert role to Govt./ Private Client for feasibility studies/ related projects for industrial parks/SEZ.	4

Notes:

- i. The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria. Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated.
- ii. Curriculum Vitae of each key personnel for assessing the qualification and experience of the personnel proposed to be deployed for the project should be included with the proposal (In the format provided)
- 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

6 Terms of Reference

6.1 Background

6.1.1 Govt of India is establishing a Small Satellite Launch Complex at Kulasekarapattinam in Thoothukudi District which is expected to support the launches of Small Satellites by both Govt and Private sector. To support the growth of the space industry in the region, TIDCO envisions developing industrial parks specifically to support the industries which would operate in the Space domain. These parks are planned to be established in the vicinity of the SSLV launch complex. TIDCO is keen to develop two thematic parks as listed below:

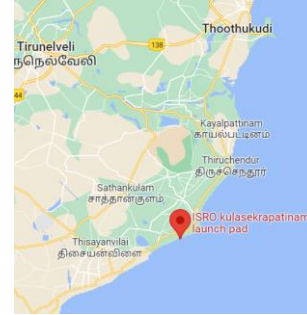
- A. **Space Industrial Park** focusing on all space related manufacturing and R&D activities: The park will facilitate the setting up of facilities by space related industries adjacent to the space port. The proposed space park will support the growth of both upstream and downstream industries, leading to the development of a vibrant ecosystem in the region. The industrial Park will also enhance the efficiency of the space port by shrinking the supply chain network.
- B. **Propellants Park** which will support the propellants requirement for the space park: With the establishment of the space port, the development, manufacturing and storage of propellants (which provides the required thrust) will be a critical sector for the safe and efficient operation of the space park.

6.1.2 While TIDCO is keen to develop these parks as a world class facility, the demand for the proposed parks, the size of the proposed parks etc. would have to be assessed and the planning process be done to support the present and future needs of this industry. TIDCO also opines that these proposed parks should have the necessary common facilities for the industries to use. The proposed industrial parks should also support the social requirements of the personnel who would be employed in the companies which operate from this park.

6.1.3 Considering the importance of the space sector and its potential contribution to the achieve the target of \$1 trillion economy in Tamil Nadu by 2030, a Space Industrial Park and a Propellants Park spread over a cumulative area of 3500 acres with world class infrastructure facilities are proposed **near Thoothukudi**. TIDCO intends to engage a reputed Consultant to **prepare a Feasibility Report for setting up of the Space Industrial Park and Propellants Park**.

6.2 LOCATION

6.2.1 The location of the proposed space port of Govt of India is as depicted below. The location of the space industrial parks proposed by TIDCO would be in sufficient geographical proximity to this space port which would enable shrinking of the supply chain.



6.3 Detailed Scope of Services

A. Develop an understanding of the space sector market in India

- I. Conduct market assessment of the business opportunities in the upstream, mid-stream and downstream activities of space sector in India.
- II. Assess demand and forecast the business opportunities and niche application areas such as manufacturing, operations and maintenance of space craft systems, ground equipment and satellite & communication systems (upstream, midstream and downstream segments) in the short term (present - 2027) and long term (2028 - 2037) in India.
- III. Market drivers and associated risks.

B. Develop an understanding of sector ecosystem and investment potential

- I. Various models of ecosystem and best practices adopted by Space agencies/dedicated commissions/ manufacturing promotion organisations which nurture/ support growth of space/ aerospace/ Defence/comparable sectors in the respective regions.
- II. Projected investments in space sector from various sources such as Venture Capitalists, Business Angels, Financial Institutions, government funding, etc. and forecast the investment required for expanding the space ecosystem in the State as per the projected growth.
- III. Funding strategy adopted by government agencies in India and across the globe for start-ups and Micro, Small & Medium Enterprises in space sector.
- IV. Identify suitable schemes of Government of India for other similar sectors which can be operated in Tamil Nadu based on the above input.

C. Stakeholders Consultation

- I.Consultation with key stakeholders (domestic and international) including space industries, industry association, regulators, research agencies and relevant government department bodies, to identify possible potential user industries and assess the demand for various activities in the proposed park.
- II.Manufacturers of equipment with adjacencies to equipment used in space launch vehicles, satellites, ground station, propulsion systems etc.

D. Study on space value chain in Tamil Nadu

- I.Current status of the Space eco system in Tamil Nadu.
- II.Identify current gaps in the capability and capacity in the State of Tamil Nadu in space sector in terms of technologies, export-import framework, overall policy framework, bottlenecks, major actors who deal with such matters and with space sector
- III.Identify the total addressable market for Tamil Nadu in the Space Sector within downstream, midstream and upstream activities.
- IV.Identify the value chain to be established in the park along with outline of the major activities based on the addressable market identified above.
- V.Create a suitable model for promotion of space sector activities that can be adopted by Tamil Nadu

E. Develop outline for set-up operations of the following:

- a. Space Industrial Park**
- b. Propellants Park**

- I.Define a consolidated set of manufacturing and services activities to be pursued within the parks based on addressable market.
- II.Identify the concept plan, basic infrastructure requirements and project components required for the industrial parks considering the demand for space related industries, geographical separation required between various activities and the permissible/suitable distance from the space port and prepare a block cost estimate.
- III.Identify common facilities required for the operation of the parks and assess demand for common facilities, specialized facilities, and spatial requirements for the suggested facilities.
- IV.Define a consolidated set of common facilities to be established in both the parks based on the demand assessment in the above.
- V.Indication of overall area required for the proposed Space Industrial Park and the Propellants Park based on spatial requirements of identified supporting infrastructure and facilities for immediate and

future requirements. TIDCO would provide the required support for this.

VI.Undertake analysis to identify sizing and pricing of the industrial plots in the region, potential users for both parks and obtain stakeholder feedback with respect to the proposed pricing.

VII.Evaluate different corporate structures for the park such as PPP, JV, SPV, etc.

VIII.Evolve the recommend structure for developing the Parks in conjunction with TIDCO and other stakeholders as required.

IX.Define institutional framework for implementation of the Project and KPIs for long term sustenance of the parks.

F. Business Plan & Financial Viability:

For the identified project structure for the following parks:

- a) Space Industrial Park
- b) Propellants Park

Develop the financial model and business plan to capture all the techno commercial as well as financial aspects of the Project both during the development as well as the operations phase based on the above analysis. The Business Plan would ensure that the Project is structured in a manner that is sustainable and bankable.

6.4 Deliverables and Payment Terms:

The following shall be the deliverables from the project, to be submitted over the 3-month period by the identified Consultant:

No.	Deliverables	Time elapsed (Week)	Payment (% of contract value)
	Zero date	Date of Letter of Acceptance (T)	
1	Submission of Inception Report Detailed Approach & Methodology, Workplan, Identification of any critical issues	T+4 week	15%

2	Submission of Interim Report Should contain findings on Market Study and Demand Assessment, Stakeholders consultation, Investment Potential, Product Mix identification, etc.	T+8 week	25%
3	Submission of Draft Feasibility report Should contain the financial model, business plan and implementation strategy	T+12 week	30%
4	Submission of Final Feasibility report incorporating the comments from TIDCO	T+16 week	30%

SECTION 7

TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION AND STANDARD FORMS

- 7A. Technical Proposal submission form
- 7B. Format for Power of Attorney for authorized signatory
- 7C. Format for submission of information about the consultant towards eligibility criteria
- 7D. Format for providing a summary of experience of the Bidder
- 7E. Format for providing experience of the consultant for technical evaluation
- 7F. Description of the methodology and work plan for performing the assignment
- 7G. Team composition and task assignments
- 7H. Format of Curriculum Vitae of proposed professional staff
- 7I. Format for Financial Proposal Submission Form
- 7J. Draft Contract Agreement
- 7K. Format of Performance Security in the form on unconditional bank Guarantee

7A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Name and Address of TIDCO)

Sir:

Subject: Appointment of Selection Of Consultant For Preparation Of Feasibility Report For Setting Up Of Space Industrial Park and Propellants Parks Near Thoothukudi, Tamil Nadu

1. 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.
2. We confirm that our Proposal is valid for a period of **180 days** from _____(insert Proposal Submission Date).
3. We also hereby agree and undertake as under:
4. 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.
5. We further certify that we have not been barred or blacklisted by the Central Government any state Government, a statutory body ,any public sector undertaking or an multi lateral funding agency as the case may be from participating in any project or bid and that any such bar ,if any does not subsist as on the proposal due date for this RFP.
6. 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.
7. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Name of Firm:

7B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY¹

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to the RFP and submission of our bid for the Assignment proposed by the (the "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 OF2023

(Signature, name, designation and address) Witnesses:

1. (Notarised)

2.

Accepted

.....

(Signature)

For

1 To be submitted in original.

(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 SUBMISSION OF INFORMATION ABOUT THE CONSULTANT

Sl. No	ITEMS	DETAILS										
i)	Name of the Company											
ii)	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company}										
iii)	Bidding Status	{Sole Firm }										
iv)	(a)Postal address of the (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											
ix)	Permanent Account Number (PAN) for Income Tax											
x)	GST details											
xi)	Annual turn over the last three completed financial years	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Financial Year</th> <th style="text-align: center;">Annual Turnover (Rs. Crore)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">FY2021-22</td> <td></td> </tr> <tr> <td style="text-align: center;">FY2020-21</td> <td></td> </tr> <tr> <td style="text-align: center;">FY2019-20</td> <td></td> </tr> <tr> <td style="text-align: center;">Average Annual Turnover (Rs. Crore)</td> <td></td> </tr> </tbody> </table>	Financial Year	Annual Turnover (Rs. Crore)	FY2021-22		FY2020-21		FY2019-20		Average Annual Turnover (Rs. Crore)	
Financial Year	Annual Turnover (Rs. Crore)											
FY2021-22												
FY2020-21												
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 2019-20 , Year 2020-21 & Year 2021-22)
- 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)

7D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Similar work experience in the Last 5 Years

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
Experience in Preparation of TEFR/DFR/DPR involving demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.,) related to development and operations of real estate infrastructure project in the nature of Industrial Parks/ Special Economic Zones/Technology Parks/ Information Technology Parks/ Integrated Townships, Smart Cities having a minimum extent of 50 Acres with a minimum project cost (excluding land cost) of INR 100 Crores and above.						
1						
2						
3						
4						
Preparation of TEFR/DFR/DPR for industrial Park in Tamil Nadu during the last ten (10) financial years ended PDD						
1						
2						
3						
4						

Signature of Authorized Representative of the bidder Note:

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

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

Similar Projects carried out in the Last Ten (10) Financial 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 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.):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

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

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

4G. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

S. No	Name	Position	Task
1.			
2.			
3.			
4.			
5.			

1. Support Staff

S. No	Name	Position	Task
1.			
2.			
3.			
4.			
5.			

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

Photo of the Expert	1. Name			
	2. Position			
	3. Date of Birth			
	4. Education			
5. Employment Record	From	To	Company	Position Held
6. Total Years of Experience				
7. Years of Experience Relevant to the proposed role				
8. Brief Profile				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Name of assignment of project: Year: From: To: Location: Client: Main project features: Positions held: Activities performed:				

7I. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Address of TIDCO)

Sir:

Subject: Appointment of Consultant for preparation of Feasibility Report for setting up Space Industrial Park and Propellants Park near Thoothukudi - submission of Financial proposal

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for proposal dated 07.03.2023 and our proposal (technical and financial proposal) dated xxxxx. Our attached financial proposal is for the sum of **Rs. (Figure) (Rupees. In Words only/-)**. This amount includes all expenses excluding GST.

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.

Lump sum fee for providing services including out of pocket expenses and all other expenses, taxes complete but excluding GST in Rs.	Value of GST applicable in Rs

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address

7J. FORMAT OF DRAFT CONTRACT AGREEMENT

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 of2023 by and between Tamil Nadu Industrial Development Corporation Limited TIDCO(‘Client’) having their office at, Chennai – 600028, 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 15 days 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 income tax, professional tax and education cess except GST 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 on the assignment. 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. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. 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.

12. On issue of Letter of Award (LoA), an acceptance for co shall be sent by Consultants within 7 days and subsequently execute agreement with the Client within 7 days from the date of Accetance of LoA. Failing to do

adhere to this, the Client reserves the right to cancel the consultancy work by forfeiting the EMD.

13. 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 2 weeks 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.

14. The Consultant shall furnish a Bank Guarantee amounting to 3% 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. The format is enclosed in Form 6M

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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:

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

21. SETTLEMENT OF DISPUTES

a. 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.

b. 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.

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

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.

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.

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

23. Force Majeure:

a. 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.

b. 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.

c. 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.

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.

The jurisdiction of court will be at Chennai.

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.

24. **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.

25. 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.

26. **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.

27. **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.

28. **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.

29. 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.

30. 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.

31. 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 Form 7I format. Failing which the Performance Security shall be forfeited.

Place:

Date:

Thiru. _____

(Signature on behalf of Client)

Thiru. _____

(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: Consultants Reportions Obligations

Annex D : Cost of the assignment with break up

Annex E : Performance Security

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

To

Chairperson and Managing Director

Tamilnadu Industrial Development Corporation Limited

19-A, Rukmini Lakshmipathi 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 (24) 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, 2023.