

Tamil Nadu Industrial Development Corporation Limited (TIDCO)

**SELECTION OF CONSULTANT
FOR
PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT
FOR SETTING UP STRATEGIC ELECTRONICS AND DEFENCE INDUSTRIAL PARK AT
KARANI, TIRUVALLUR DISTRICT**

REQUEST FOR PROPOSAL

Tender Ref no: TIDCO/TNDIC/IP3/SEDIP/2023-24

July 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.

E-TENDERING-INSTRUCTIONS TO BIDDERS FOR ONLINE SUBMISSION:

1. The tender document is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The Bidding Document can be downloaded free of cost by logging on to the website <https://tntenders.gov.in>. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted.
3. The bidders are requested to digitally sign the Bid Document and convert them to pdf format.
4. Bidders are requested to use the Digital Signature (e-token) for Registration for submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the required list of documents are to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to pdf form
6. The Digital Signature Certificate / e-token may be obtained by the bidders individually at the risk and cost of the bidder.

SECTION 1.
LETTER OF INVITATION

..... 2023

Sir,

Sub: RFP for Selection of Consultant for Preparation of Techno Economic Feasibility Report for Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District.

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 eligible consultants for Preparation of Techno Economic Feasibility Report for Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District.

2. Interested consultants can download the RFP from the website www.tidco.com // www.tntenders.gov.in.

Section 1 - Letter of Invitation

Section 2 - Data Sheet

Section 3 - Information to Bidders

Section 4 - Background to the RFP

Section 5 - Selection process

Section 6 - Technical Proposal – Standard Forms

Section 7 - Financial Proposal - Standard Forms

3. We request you to kindly submit the bids duly completed as per this RFP on or before 3.00 PM on 28.08.2023, through www.tntenders.gov.in.

Thanking You,

Yours faithfully,

Managing Director

Tamilnadu Industrial Development Corporation Limited

19A, Rukmini Lakshmi pathi Salai,

Egmore, Chennai-600 008

SECTION 2

1. GENERAL

- 1.1 The bidders 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 firms.
- 1.2 TIDCO will select a bidder for Preparation of Techno Economic Feasibility Report for Setting up Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the Request for Proposal (RFP).
- 1.3 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the project and on the local conditions, bidders may visit TIDCO/ project site before submitting a Proposal. The bidders may contact the official named in the Data Sheet to obtain any relevant / additional information on the project.
- 1.4 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 project; and (ii) TIDCO is not bound to accept any of the Proposals submitted.
- 1.5 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.
- 1.6 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.
- 1.7 In case of Consortium, the bidders in the Consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one Consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the Consortiums shall be forfeited.

- 1.8 In case of Consortium, it shall comply with the following additional requirements:
- i. Number of members in a consortium shall not exceed 3 (three);
 - ii. The Proposal/ Bid should contain the information required for each member of the Consortium; The Proposal should include a brief description of the roles and responsibilities of individual members;
 - iii. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium.
 - iv. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “Joint Bidding Agreement”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal. The duties, responsibilities, liabilities and powers of the Lead Member and each member firm of the Consortium shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorised to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. All members of the Consortium shall be jointly and severally liable for the execution of the Assignment.
 - v. No Change in the composition of the Consortium will be permitted during the Selection Process and during the subsistence of the Contract (in case the Successful Bidder is a Consortium).
- 1.9 A Bid Security for an amount of Rs. 1,00,000 (Rupees One Lakh only) will be carried out by the Bidders only through online payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.
- i. Bid Security shall be paid via (tntenders.gov.in) only.
 - ii. Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.
 - iii. Any Bid not accompanied by the Bid Security, but accompanied by an Exemption (MSME or other applicable exemptions along with proofs) shall be verified before declaring as a responsive bidder.
 - iv. The bank transaction details shall be submitted along with the proposal i.e. Technical Bid (Pre-qualification tender application) not accompanied with the scanned copy of bank

transaction details of Bid Security will be rejected as Non-Responsive Tender.

- v. Bid Security of the unsuccessful bidders shall be refunded through e-procurement portal.
- vi. The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.
- vii. If the tenderer withdraws his bid after issue of work order or after acceptance of work order or failure to execute the contract agreement or fails to pay the required Security Deposit amount within the time specified in the work order, the Bid Security submitted with the Technical Bid will be forfeited.
- viii. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- ix. 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 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 Project Core Team members must have the minimum years of experience indicated in section 5 of 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.
 - ix Firms should form a Joint Venture/ Consortium with their Associate in case they want to submit the proposal using the experience/ strength of their Associate.
- 3.4 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 Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFP, signed by all member firms/entities forming the JV/ Consortium.
- 3.6 The Technical Proposal should provide the following information using the attached Standard Forms:
- i A brief description of the consultant's organization
 - ii Recent assignments of similar nature, the outline indicating inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - iii Detailed Approach and Methodology and Activity Schedule for undertaking the current Assignment.
 - iv List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member.
 - v CVs signed by the proposed key professional staff and the Authorised Signatory of the Bidder submitting the proposal.
 - vi In case of Consortium, Technical Proposal shall contain the Joint Bidding Agreement signed by the member Firms.
- 3.7 The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL

- 3.8 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.
- 3.9 The Financial Proposal should be a lump sum proposal inclusive of all the costs except applicable taxes 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.

3.10 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 Bid should submit through <https://tntenders.gov.in> only

4.2 Tenders should be submitted in two parts: Technical bid and Price bid

4.3 Tenderers should ensure submission of all documents along technical and Price bid as per the RFP.

4.4 The Technical Bid (i.e.) Pre-Qualification Tender together with the bank transaction details for payment of Bid Security shall be submitted.

4.5 The price bid should be prepared as per the Price bid Format.

4.6 Proposals must be submitted on or before 28.08.2023 at 3.00 P.M through <https://tntenders.gov.in>.

4.7 The Price should be quoted in the Price bid only, in case found in Technical bid the tender will be rejected.

4.8 Evaluators of Technical bids shall have no access to the Price bid until the technical evaluation, including its approval by Competent Authority is obtained.

4.9 Prior to evaluation of Proposals, TIDCO will determine whether each proposal is responsive to the requirements of the tender document at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive here under

4.10 As part of the evaluation, the Technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Eligibility Criteria.

4.11 TIDCO reserves all rights to accept or reject any proposal without assigning any reason. 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.

4.12 From the time the Proposals are opened to the time the Contract is awarded, if any bidder 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 proposal.

4.13 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.

- 4.14 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.
- 4.15 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.
- 4.16 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 (TH) 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 who meets minimum eligibility criteria and 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.

OPENING OF BIDS:

- 5.6 Technical Parts of all Bids received online by the due date and time will be opened online at TIDCO Office in the presence of TIDCO Tender Committee members, Bidder's designated representatives and anyone who chooses to attend, and this can also be viewed by the Bidders online.
- 5.7 The Financial Parts of the Bids shall remain unopened in the e- Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- 5.8 The Bidders' names, the presence of Bid security, and such other details as the Committee members may consider appropriate, will be recorded as Technical Part Bid opening summary.
- 5.9 The Technical Part Bid opening summary will be uploaded on the eProcurement Portal and a copy of the same will be handed over to the Bidders' representatives present at the time of Bid opening.
- 5.10 Only Technical Bids that are opened at Bid opening shall be considered further for evaluation.
- 5.11 In the event of the specified date of bid opening being declared a holiday, the bids will be opened at the appointed time and location on the next working day.
- 5.12 Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidder is announced
- 5.13 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 other relevant eligibility if any specified in the RFP.

EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS; RANKING

- 5.14 Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- 5.15 TIDCO tender committee will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents.
- 5.16 After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Price bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- 5.17 Following the results of evaluation of the Technical Bid being made public, TIDCO shall notify in writing those Bidders whose Technical Bids have been evaluated as substantially responsive as under: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Price bid will be opened online; and (c) notify them of the date and time of the online/public opening of the Price bids.
- 5.18 The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ

Schedule on the basis of quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

- 5.19 During the detailed evaluation of Price Bid, the substantial responsiveness of the Bids will be further determined with respect to the those bid conditions that were not examined in evaluation of technical Bids, i.e., Financial Part, and Priced Bill of Quantities.
- 5.20 If a Bid is not substantially responsive, it will be rejected by the TIDCO, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation
- 5.21 TIDCO shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the lowest evaluated price.
- 5.22 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)

VALUATION METHODOLOGY AND RANKING

- 5.23 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
- Combined score S = S_T x TW + SF x 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.
- 5.24 A bidder having the highest Combined Score (S) shall be declared as first ranked Bidder.

6. NEGOTIATIONS

- 6.1 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.
- 6.2 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.

6.3 The negotiations will conclude with a draft form of the contract. To complete negotiations, TIDCO and the firm will initial the agreed contract. In case the authority feels that the rate quoted by the lowest bidder is higher than the prevailing market rates, negotiations on the price could be carried out with the lowest bidder.

7. AWARD OF CONTRACT

7.1 A Letter of Award (LOA) will be issued after completion of successful negotiation with the Bidder. After issuance of LOA, TIDCO will promptly notify other consultants whose bids were considered non-responsive and return the Financial Proposals of such consultants

7.2 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 within the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder.

7.3 **Performance Security:** Performance Security equivalent to 5 (Five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, 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 after 180 (One Hundred Eighty) days upon confirmation of successful completion of the Assignment.

7.4 **Execution of Contract:** After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 10 (Ten) days from the date of Bank Guarantee. 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.

7.5 **Commencement of Assignment:** The Consultant shall commence the Services from 7 days from the date of signing of Agreement. If the Successful Bidder fails either to produce Bank Guarantee or to sign the Contract or commence the assignment as specified herein, TIDCO shall 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.

8. CONFIDENTIALITY

8.1 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.

9. FRAUD AND CORRUPT PRACTICES

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. 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.

11. FORCE MAJEURE

- 11.1 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.

12. MISCELLANEOUS

- 12.1 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.
- 12.2 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.

- 12.3 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.
- 12.4 TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.
- 12.5 Consultants should make necessary presentations for TIDCO and Govt. of Tamil Nadu as and when required by TIDCO.

13. ARBITRATION

- (a) In case of any dispute in the tender, including interpretation if any on the clauses of the tender or the agreement to be executed, the matter shall be referred to an Arbitrator mutually appointed by both the Parties. The remuneration for the Arbitrator and other expenses shall be shared equally by TIDCO and the Tenderer.
- (b) The Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The venue of the arbitration shall be the City of Chennai only unless otherwise agreed to in writing between the parties.
- (c) The language of the Arbitration shall be English.

14. JURISDICTION OF THE COURT

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

SECTION 3. DATA SHEET

Name of the Assignment:

Request for Proposal for Preparation of Techno Economic Feasibility Report for Setting up Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District (the "Assignment")

3.1.1 The name, address and telephone numbers of TIDCO's official is **Managing Director, Tamilnadu 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**

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

Milestone	Date
Issue of Advertisement	26.07.2023
Last date for receipt of request for clarifications to be given at the pre bid meeting.	04.08.2023 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 07.08.2023 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
Last date for submission of bid (online)	28.08.2023 at 03:00 PM
Opening of proposals	29.08.2023 at 03:00 PM

3.1.3 Proposals should be submitted in English language

3.1.4 Proposals must remain valid for **180 days** after the submission date

3.1.5 Proposal must be uploaded through www.tntenders.gov.in on or before 28.08.2023 3:00 PM.

SECTION 4

BACKGROUND TO THE RFP

1. PREAMBLE

1.1. Background-

The Tamil Nadu Defence Industrial Corridor project was formally launched by Hon'ble Union Defence Minister on 20th January 2019 at Trichy. It consists of five nodes; Chennai, Coimbatore, Hosur, Salem and Trichy. The objective of Defence Corridors is to nurture and to emerge as Global Defence manufacturing hubs and to enable the domestic manufacturers, MSMEs and Start-ups to be part of Global A&D supply chain. In Tamil Nadu, numerous Industrial Units in the form of the cluster are operating in Chennai, Trichy, Coimbatore, Salem and Hosur catering to Defence PSUs and Services. The Tamil Nadu Defence Industrial Corridor aims to bolster interaction between all industry players in order to create long-term synergy and eventually develop Tamil Nadu into a Aerospace and defence production powerhouse.

Creation of industrial parks is one of the strategies adopted by TIDCO to promote A&D sector in the state. The creation of thematic A&D industrial parks will provide an ecosystem for the companies planning to expand or set up new industrial facilities related to the A&D sector. These industrial parks will play a major role in improving "ease of doing business".

To support the development of strategic electronics and drone technology in the state, TIDCO is planning to establish a Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District. Establishment of this industrial park was announced by the Industries Department, Government of Tamil Nadu during the 2023-24 announcements. Spread over an area of 270 acres, the park will enable manufacturers and service providers of strategic electronics and drones to set up their facilities in the park.

The Strategic Electronics and Defence Industrial Park in Karani will provide the necessary infrastructure and facilities for manufacturers and developers to design, manufacture, and test strategic electronics and drones. The park will also create a collaborative environment that facilitates the exchange of knowledge and resources among different companies and organizations involved in the industry. The establishment of the park will also lead to the creation of job opportunities in the region, contributing to the economic development of the area.

1.2. Expected Outcome of the Project

The Strategic Electronics and Defence Industrial Park will attract more strategic electronics and drone manufacturers and developers to the state, developing the required ecosystem for the industry. This will lead to increased innovation, faster development of new technologies, and improved cost-effectiveness. The advent of drones-as-a-service will also help enterprises manage expenses and drive demand for drone-related services. The park can also help in the development of regulatory frameworks for the industry, ensuring safety, security, and

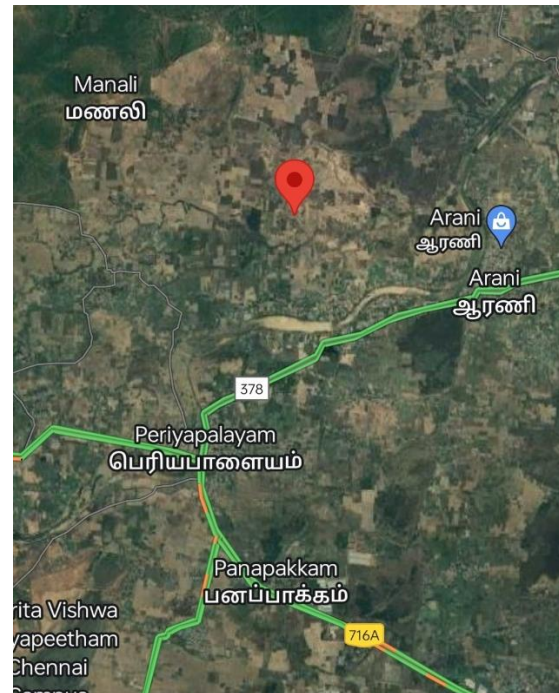
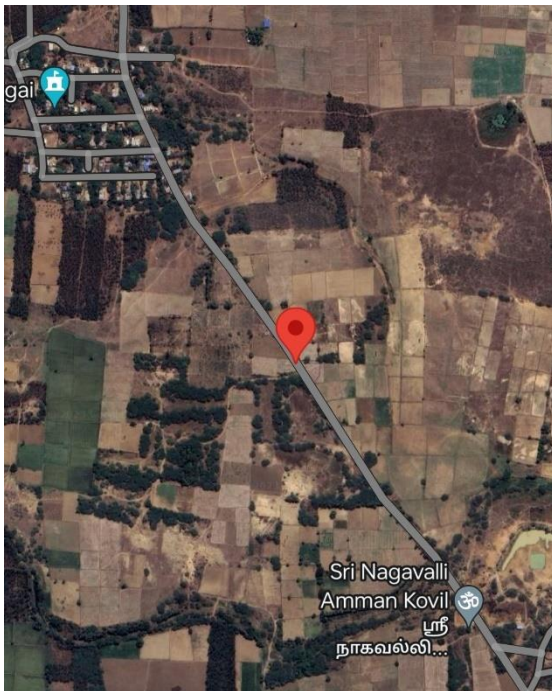
compliance with regulatory norms. This can improve the perception of drones among the public and create a more favourable environment for the growth of the industry.

In summary, the establishment of the Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District is a much-needed step towards supporting the growing strategic electronics and drone industry in the state. The park will provide the necessary infrastructure and facilities, creating job opportunities and contributing to the economic development of the region. This will attract more manufacturers and developers to the state and drive innovation, improving cost-effectiveness and creating new opportunities for the industry.

1.3. Location & Infra requirement

TIDCO has identified a 272 acres land parcel at Gummidipoondi taluk, Karani village, Thiruvallur district.

The location of the identified land is depicted below



SECTION 5

ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION

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

- i. The Sole Bidder or the Lead Bidder in case of a JV/Consortium should be a registered legal entity recognised under the legal statute of India including any Company, Partnership firms/LLP operating for minimum ten (10) Years as on March 31, 2023
- ii. The Sole Bidder / all members of the JV/Consortium Members shall not be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies. An undertaking in letter head of the bidder for the same has to be submitted in technical bid.

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 completed during the last ten (10) financial years ended 30.04.2023 shall be deemed as eligible assignment.

- a) The Bidder should have experience of at least two (2) similar projects (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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above in India.

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

iv. **Financial Eligibility**

Average Annual Turnover in last three (3) years:

Average Annual turnover of the Bidder should not be less than Rs. 50 Crore during the last three (3) financial years (2019-20, 2020-21 & 2021-2022) in the case of Bidder being a Sole Firm. In the case of Consortium/JV Bidder, the average annual turnover of the Lead Member should not be less than Rs. 25 Crore during the last three (3) financial years (2019-20, 2020-21 & 2021-2022) and the average annual turnover of each of the other member firm(s) should not be less than Rs. 10 Crore during last three financial years (2019-20, 2020-21 & 2021-2022).

v. **Project Core Team**

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

S l. N o	Position	Qualification and Experience	Years of Experien ce
1	Team Leader	Should be Post Graduate in Engineering/ Management/ Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, development for industrial area development projects viz., industrial parks, SEZs, industrial corridors, clusters, Integrated Townships, Smart Cities advising public/private entities on. He / She should have been Team Leader for at least one similar assignments during the last ten years ending 30.04.2023 He/ she should be permanent employee of the firm. In case of a consortium, the team leader should be an employee of the lead member of the consortium.	15
2	Architect/ Urban Planner	Should be a Postgraduate in Architecture/ Urban planning with specific experience in development of master plans/schemes, sectoral plans planning, designing, costing and finalization of specification & functional requirement of industrial infrastructure development projects.	10
3	Infrastructu re expert	Should be Post Graduate in Civil Engineering/Infrastructure planning with experience in infrastructure consulting projects	10
4	Defence / Electronics manufactur ing sector expert	Should be Graduate in engineering with experience in Defence/ Electronics manufacturing industry.	10

S l. N o	Position	Qualification and Experience	Years of Experien ce
5	Financial Expert	MBA Finance/CA/CFA with experience in preparing business plan, revenue model and financial structuring in industrial infrastructure development projects	10
6	Market Analyst	MBA with experience in conducting demand assessment, market surveys, growth potentials, etc. Preferably undertaking need assessment of infrastructure	10

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

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

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

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate and Receipts of GST payment.
- iv.** Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last three (3) financial years (2019-20, 2020-21 & 2021-2022).

2. SELECTION PROCESS

2.1 Technical Evaluation Criteria

Evaluation Criteria		Max Marks
I	Specific Experience of the Consulting Agency	
	<p>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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with a minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023.. This consultancy assignment should necessarily be for a project in India.</p> <p>a) 25 marks for fulfilling minimum qualification criteria given above. (2 Projects)</p> <p>b) Additional projects – 2.5 marks for each project more than 2 eligible projects</p> <p>(Note – The project claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria)</p>	30
I I	<p>Preparation of TEFR/DFR/DPR for electronics/drone/ defence/ industrial Park during the last ten (10) financial years ended 3.04.2023</p> <p>a) 5 marks for one similar project for electronics/drone / defence industrial park Note: Project/s submitted for Sl. no I will not be considered for Sl. no II</p>	5
I I I	<p>Approach & Methodology</p> <p>a) Presentation of Technical Approach and Methodology: (20 marks) -</p> <p>b) Work plan schedule (5 marks)</p> <ul style="list-style-type: none"> • Approach and Methodology including work plan schedule shall be limited to max. of 15 pages • Technical presentation shall be limited to 30 mins (max 20 slides) <p>Non adherence to the above will entail negative marking. (Technical presentation has to be done by the eligible bidders to</p>	25

Evaluation Criteria		Max Marks
	TIDCO)	
I V	Project Team	40
	<p>1. Team Leader – 10 marks</p> <ul style="list-style-type: none"> • minimum 15 years of experience – 7 marks • For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 3 marks. <p>2. Architect/Urban Planner – 7 marks</p> <ul style="list-style-type: none"> • minimum 10 years of experience – 5 marks • For every additional 2.5 years of experience – 1 mark will be given limited to a maximum of 2 marks. <p>3. Infrastructure expert – 7 marks</p> <ul style="list-style-type: none"> • minimum 10 years of experience – 5 marks • For every additional 2.5 year of experience- 1 mark will be given limited to a maximum of 2 marks. <p>4. Defence /Electronics manufacturing sector expert – 6 marks</p> <ul style="list-style-type: none"> • minimum 10 years of experience – 4 marks • For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. <p>5. Market Analyst – 5 marks</p> <ul style="list-style-type: none"> • minimum 10 years of experience – 3 marks • For every additional 2.5 year of experience -1 mark will be given limited to a maximum of 2 marks. <p>6. Financial Expert – 5 marks</p> <ul style="list-style-type: none"> • minimum 10 years of experience – 3 marks • For every additional 2.5 year of experience 1 mark will be given limited to a maximum of 2 marks. <p>Notes:</p> <ol style="list-style-type: none"> 1. The above key staff and minimum experience proposed are mandatory with required educational qualification. Certificates for educational qualification and experience shall be submitted 2. Key personnel – be considered, only if they are full time employees of the company or the consortium partners. 3. Defence/Electronics manufacturing sector expert can be full time employees of the company/consortium partners or experts contracted by the Bidder for this assignment, and they should involve fully in the assignment and be available for all meetings that are 	

Evaluation Criteria		Max Marks
	related to this assignment/project. 4. Key Personnel shall have experience related to the eligible projects (mentioned in Minimum Qualification Criteria)	
	Total	100
	Total	100

Notes:

- 1 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.
- 2 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

The selected Consultant will undertake but not limited to the following scope of work under the assignment:

1. Collection and review of available data

On award of work, consultant shall collect the available data with TIDCO and also from other sources relevant to the project. The consultant shall also identify the additional data and collect the same from the concerned authorities.

2. Site analysis

The consultant shall carry out an analysis of the identified site and its surroundings. The site analysis shall include but not limited to

- a. Site Configuration
- b. Locational advantages
- c. Connectivity details (Road, Rail, Port and Airport)
- d. Condition of existing roads and traffic pattern
- e. Socio-economic profile
- f. Available social infrastructure
- g. Existing and proposed developments in the region
- h. Land use pattern, Terrain, Flood history, drainage characteristic
- i. Existing visible utilities
- j. Details of nearby water sources, power and status of availability for the project
- k. Development constraints
- l. Identify quarry and borrow material sources
- m. Identification of environmentally/ecologically sensitive areas

The consultant shall develop profile of site including physical area, location, approach, connectivity and demographic & socio-economic profile of surrounding areas.

3. Market study and demand assessment

The Consultant shall carry out a detailed market study and assess the demand of the proposed strategic electronics and defence industrial park. The consultant shall prepare a feasibility analysis report based on the demand assessment.

The tasks expected to be carried out as part of the study include but not limited to

- a. Carry out primary survey through structured questionnaire to understand the requirement of the park.
- b. Carry out one to one interactions with key stakeholders in the industry and understand their requirements.
- c. Identify constraints in developing such facility based on user perception / attitudes, infrastructure and government policy dictate.

- d. Identify potential user industries for the proposed industrial park and sub domains which can be served by the proposed industrial park.
- e. Determine the common facilities and infrastructure required for the operation of the industrial park.
- f. Undertake the market study of the strategic electronics and defence industrial park.
- g. Study the available physical and social infrastructure in the hinterland.
- h. Study the ongoing initiatives of the State Government/ GoI to support such initiative.
- i. Study the policies of Government of India /Tamil Nadu relating to the incentives/ available for such initiative.
- j. Consultation with key stakeholders including strategic electronics industries, defence industries, industry associations, 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
- k. Identify the opportunities in view of the various schemes for financial assistance/ grant by GoI/GoTN for establishing electronics and drone industrial parks in the country. Consultants has to prepare necessary documents like DPR or other reports required for availing these schemes. Consultant also has to identify the anchor investors required for the industrial park development.

4. Benchmarking of other similar industrial parks in terms of infrastructure, policy and incentive structures

- a. Benchmarking with global /national Electronics/ Defence Industrial Parks
- b. Global scanning of key economies with regards to
 - o Policies, programs, technology, financing
 - o Case studies from other countries with regards to preparation of master plan & conceptual design, ecosystem development, governmental support, infrastructure support, etc.
 - o Benchmarking with other leading states of India
- c. The Consultant shall carry out detailed case studies of the best practices in India and across the world and make clear and actionable recommendations on each of aforesaid items.

5. Conceptual Framework for Development of the Industrial Park

Basis the demand assessment, site analysis, benchmarking studies and locational advantages, the Consultant shall prepare a conceptual framework for the development of the industrial park along with the required sub domains.

6. Conceptual Master Plan

- a. Based on the outcome of the demand assessment studies and the objectives of TIDCO, the consultant should develop a conceptual master plan which provides the best productivity of the identified land. The conceptual master plan shall clearly earmark the space for industrial plots, utilities (water, power, and wastewater), transportation (parking, truck terminals warehouse) and social infrastructure (commercial, institutional and residential) as required. Provision of infrastructure facilities should be based on the site characteristics, topography and functionality.

- b. The conceptual master plan shall be guided by the applicable development guidelines of the Directorate of Town & Country Planning, Government of Tamil Nadu. The design philosophy should prioritize various aspects viz., circulation, land suitability, environmental sustainability and topography to optimize various land uses.
- c. Study and analyze all relevant laws including Environmental, Development Control Regulations & any other applicable laws/ rules and regulatory framework that will govern or pose restrictions & affect development of land use including Master plans, zonal plans, building bylaws, development regulations, permitted land use, land classification, zoning and Floor Area Ratio (FAR)/ Floor Space Index (FSI) at the site, rules for obtaining permissible FAR/ FSI, etc. Guideline value of land as per classification of the land, market rates as per latest registration in the immediate vicinity of the land under study, setbacks, restrictions, open areas, parking requirements etc. and apply the same for the project.
- d. The consultant shall ensure that the master plan confirms to the local byelaws. It is also to be ensured that the master plan also takes care of environmental and social aspects.

7. Infrastructure plan and design

- a. The infrastructure plan should be developed in tandem with the conceptual master plan and based on the need assessment for the park. The Consultant based on the market demand assessment may suggest additional/appropriate infrastructure facilities along with their demand and spatial requirements.
- b. **Common facilities**
Consultant should identify common facilities required for the operation of the strategic electronics/ defence industrial park like common testing facilities, storage areas and other common facilities required.

8. Block Cost estimates

Consultant shall prepare block cost estimates for the components required for developing the project. The cost estimate shall also include the operation cost.

9. Financial analysis and Project Structuring

A detailed Financial Analysis shall be undertaken in order to assess the viability of the Project. The financial viability analysis would be based on the technical data and Demand assessment made by the consultant. The viability assessment shall be carried out by using IRRs, NPVs and Pay back method and would touch the following areas but not limited to:

- a. Estimate project revenues by assessing space absorption pattern and determining lease rent / User fee
- b. Estimate Project Capex
- c. Estimate operating expenses
- d. Project cash flow considering project execution period, phasing and funding mix
- e. Assessing financial viability with a horizon of 20-year period with IRR, NPV, Pay Back period
- f. Understanding the lender's comfort by using Debt service coverage ratios
- g. Sensitivity analysis based on variations in absorption pattern, revenue streams, project cost, debt cost and O&M assumptions

Different implementation options shall be analyzed based on the viability and sensitivity analysis. The following details shall be captured.

- a. The Consultants should prepare a development strategy in terms of phasing of development, area to be developed, facilities and infrastructure provision.
- b. Study and suggest various project structure models for development, financing and operation.
- c. Identify the industrial partners who will be willing to associate for the project if the project implementation is through JV model.
- d. Should clearly give detailed proposal for project implementation methods and the advantage of using the recommended method.
- e. Identify all income streams, financially structure the project and to work out the financial viability indicators of the project by considering different revenue models.
- f. Examine and establish the feasibility of financing the project on various modes with least support/ no support from TIDCO including the PPP route.
- g. Identify expected returns of various stakeholders involved.
- h. Examine and suggest suitable legal and institutional framework for the project development.
- i. The consultant shall examine the advantages and disadvantages of different modes/ method by which the project could be implemented. Based on which consultant should suggest the best option for developing the project.
- j. Draw the implementation strategy for the project where the details regarding the responsibilities involved in the project development and operation stage shall be identified and listed.

10. Rapid Environment Impact Assessment (EIA) study

The consultants shall undertake necessary survey for the rapid EIA study through accredited agency, following due process, complete with all relevant documents for the proposed land.

PROPOSED DELIVERABLES, TIMEFRAME AND PAYMENT TERMS

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

Sl · N o.	Deliverables	Delivery Time (T=0 - date of signing of contract agreement)	Payment as percentage of Awarded Lumpsum Fees
1	Inception Report	T+ 3 weeks	10% on submission
2	Interim Report	T+ 7 weeks	20% on submission
3	Draft Final Report	T+ 10 weeks	30% on submission

4	Final Report	T+ 12 weeks	40% on approval by TIDCO
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SECTION 7

TECHNICAL PROPOSAL - STANDARD FORMS

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

7A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Name and Address of TIDCO)

Sir:

Subject: Appointment of Consultants for preparation of Techno Economic Feasibility Report for Setting up Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District - submission of technical proposal.

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

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

We also hereby agree and undertake as under:

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

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

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

We remain,
Yours sincerely, Authorized Signature:
Name and Title of Signatory:
Name of Firm:

7B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Notarised)

(Signature)

For

(Name, Title and Address of the Attorney)

¹ To be submitted in original.

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 joint bidding agreement (To be executed in Rs. 100/- Stamp Paper)

THIS JOINT BIDDING AGREEMENT is entered in to on this theday of..... 20....

AMONGST

1.....Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (herein after referred to as the “**First Party**” which expression shall ,unless repugnant to the context include its successors and permitted assigns)

AND

2..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (herein after referred to as the “**Second Party**” which expression shall ,unless repugnant to the context include its successors and permitted assigns)

AND

3..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (herein after referred to as the “**Third Party**” which expression shall ,unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND AND THIRDPARTY are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) Tamilnadu Industrial Development Corporation (TIDCO), represented by its Chairman & Managing Director and having its principal offices at 19-A, Rukmini Lakshmipathi Salai, Egmore, Chennai-600008, (herein after referred to as the “Client” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) has invited Bids (the Bids”) by its Request for Proposal No.....dated.....(the “RFP”) for “Selection of Consultant for preparation Techno-Economic Feasibility Report for Strategic electronics and defence Industrial park at Suler, Coimbatore”.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HERE BY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Co-Operation and Consultation:

The Parties will cooperate and consult with each other with a view to the initiation and successful completion of the project called by TIDCO through RFP No. dated . All decisions with respect to the implementation and successful Completion of the work shall be in accordance TIDCO’s RFP, including the terms and conditions, that shall be made by first/second/third party after discussion between the parties. The Parties acknowledge and agree that as of the date hereof, first/second/third party is the sole officer and director of Consortium and any decisions regarding the Proposal will be vested with first/second/third party after due consultation with the other Parties.

4. Roles of Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations shall become effective;
- b) Party of the Second Part shall be[to be mentioned]
- c) Party of the Third Part shall be[to be mentioned]

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP till such completion of the project and in accordance with the Concession Agreement.

6. Representation of the Parties

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

- a) Such Party is duly organized, validly existing, and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery, and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;

- ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Conflict of Interest

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for "Selection of Consultant for preparation Techno-Economic Feasibility Report for Industrial park at Suler, Coimbatore" and also to identify any conflict of interest so that Client can consult with the Lead Partner and other Parties to sort out such conflicts.

8. Post Contract Liabilities

For any loss or damage on account of any breach of this Agreement or the contract for "RFP for Selection of Consultant for Preparation of Techno Economic Feasibility Report for Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District" or any shortfall in the execution of the Project, meeting the guaranteed performance/parameters as per technical specifications/documents relating to the Tender, "Lead Member" undertake to promptly make good such loss or damage on Client's demand without any demur. The Client shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of the Client to proceed against the "Lead Member" before proceeding against the other Parties herein.

9. Assignment

The rights and obligations of Parties under this agreement shall not be assigned to any third party without the prior written consent of the Client.

10. Indemnification

All Parties to this agreement shall fully indemnify, hold harmless and defend Client and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the Parties with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the parties (or) its

employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

11. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the project as per TIDCO's RFP. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Client to the Bidder, as the case may be.

12. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by the laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

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

SIGNED AND DELIVERED SIGNED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED AND DELIVERED SIGNED AND DELIVERED

For and on behalf of

THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

7D. FORMAT FOR SUBMISSION OF INFORMATION ABOUT THE CONSULTANT

Sl. No	ITEMS	DETAILS										
i)	Name of the Company											
ii)	Legal Status											
iii)	Bidding Status	{Sole Firm/ Lead Member/ Member of Consortium}										
iv)	(a)Postal address of the (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"> <thead> <tr> <th>Financial Year</th> <th>Annual Turnover (Rs. Crore)</th> </tr> </thead> <tbody> <tr> <td>FY2021-22</td> <td></td> </tr> <tr> <td>FY2020-21</td> <td></td> </tr> <tr> <td>FY2019-20</td> <td></td> </tr> <tr> <td>Average Annual Turnover (Rs. Crore)</td> <td></td> </tr> </tbody> </table>	Financial Year	Annual Turnover (Rs. Crore)	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)

7E. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Similar work experience in the Last 10 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 industrial infrastructure projects in the nature of Industrial Parks/ Special Economic Zones/ Information Technology Parks/ smart cities infra development/ Integrated Townships having a minimum extent of 150 Acres with minimum project cost (excluding land cost) of INR 75 Crores and above during a period of last ten (10) years ending at 31.04.2023..						
1						
2						
3						
4						
Preparation of TEFR/DFR/DPR for electronics/drone/defence industrial Park during the last ten (10) years ended 30.04.2023						
1						
2						
3						
4						

Signature of Authorized Representative of the bidder

Note:

Documents verifying the claim as per technical eligibility including Work order/ contract agreement along with Completion Certificates/ auditors certificate showing 100% fee received from client shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly.

**7F. 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 including project cost and land area:		
Description of Actual Services Provided by Your Staff:		

Note: Work order/ contract agreement along with Completion Certificates/ auditors certificate showing 100% fee received from client shall be submitted along with the reference.

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

7H. TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical / Managerial Staff

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

2. Support Staff

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

7J. FINANCIAL PROPOSAL SUBMISSION FORM

Note: The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) unit rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents.

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

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 complete but excluding GST in Rs.	Value of GST in Rs	Total value in Rs

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address

7K. DRAFT 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 of2022 by and between Tamil Nadu Industrial Development Corporation Limited TIDCO (hereinafter will be referred as Client/TIDCO) having their office at, Chennai - 600 028, and consortium of (M/s Lead bidder, M/s.....other members) M/s., (hereinafter will be referred as Consultant) 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 TIDCO preparation of Techno Economic Feasibility report for setting up Strategic Electronics and Defence Industrial Park at Karani, Tiruvallur District 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. TIDCO 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 Consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the TIDCO 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 TIDCO and the CONSULTANT or till the date of completion of the assignment.
7. Payments for the services will not exceed a total amount of Rs. _____ as mentioned in Tender.
8. The TIDCO will pay CONSULTANT, within three weeks of receipt of invoice after approval of

the report submitted by the CONSULTANT after the deduction of applicable tax.

9. The CONSULTANT will be responsible for appropriate insurance coverage. In this regard, the CONSULTANT 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;
10. The Consultant shall also indemnify and hold harmless the TIDCO 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 client arising out of gross negligence of the CONSULTANT in the provision of services under this contract. The liability of the CONSULTANT 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 willful mis-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.
11. 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.
12. 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.
13. The Performance Security (Bank Guarantee) will be released to the Consultant after 180 days upon confirmation of successful completion of the project. The validity of performance security shall be extended in accordance with the extension of Agreement Period. 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.

14. 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.
15. 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.
16. The Consultant will not assign this Contract or sub-contract or any portion of it without the TIDCO's prior written consent.
17. 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.
18. The Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission. Confidential information does not include any information which:
 - i. is rightfully known to the recipient prior to its disclosure;
 - ii. is independently developed by the recipient without use of or reliance on confidential information or
 - iii. later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
 - iii. where recipient is ordered by a judicial authority to disclose confidential information.

19. TERMINATION

19.1 The Client may terminate this Agreement at least thirty (30) calendar days' written notice of termination to the Consultant on of the following;

- (a) If the consultant fails to deliver the said job within stipulated time of 6 months.
- (b) In the event of non-performance/ or unsatisfactory performance delivered by the Consultant
- (c) If the consultant has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.

- (d) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (e) 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;
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- (g) 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 Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.

19.2 By the Consultant

The Consultant may terminate this Contract, by not less than (30) calendar days' written notice of termination to the Consultant on of the following;

- 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 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.

20. 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

21. Force Majeure:

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane,

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

22. CONFLICT OF INTERESTS:

- a) The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

23. 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.

24. 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.

25. 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 Agreement or the interpretation thereof.

- b) **If the same remains un-settled** for more than 30 days the same shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

- c) The jurisdiction of court will be at Chennai.

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

Place:
Date:
Thiru. _____

(Signature on behalf of Client)

Place:
Date:
Thiru. _____

(Signature on behalf of Consultant)

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

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

In consideration of Tamil Nadu Industrial Development Corporation Limited TIDCO (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to the consortium of M/s Lead Bidder and M/s Consortium member with the lead bidder 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 Award no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Servicesand the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees)against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

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

We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance

of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of twelve (12) months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2022.