

**Tamil Nadu Industrial Development Corporation Limited
(TIDCO)**

SELECTION OF CONSULTANT

to

Prepare a Techno-Economic Feasibility Report

for

Setting up Tamil Nadu Knowledge City near Chennai, TN.

REQUEST FOR PROPOSAL

Nov 2023

**Managing Director
Tamil Nadu Industrial Development Corporation Limited
19-A, Rukmini Lakshmi pathi Salai
Egmore, Chennai –600 008
Phone: 044-28554421;**

Disclaimer

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

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

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

Letter of Consent

e- Tendering

1. I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the Tamilnadu Industrial Development Corporation Limited (TIDCO), which I/we have read and understood.
2. I/we certify that I/we have fully read and understood the instructions to bidders for online bid submission given by TIDCO and any lapse to properly submit the bids result in rejection of the bid submitted.
3. I/we certify that the tender is offered without any alteration / addition / omission.
4. I/we certify that all the conditions of the tender are accepted.
5. I/we agree that TIDCO is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.
6. I/we agree that TIDCO has the right to change the schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e-tender.
7. I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TIDCO & I/we understand that any error in doing so will result in my / our tender may be summarily rejected by TIDCO.
8. In the event of failure on my / our part to comply with all the requirements mentioned in this tender document, I / we unconditionally agree that the department is at its liberty to reject my / our tender.

Signature of Tenderer

e-TENDERING – Instructions to Bidder for Online Submission

1. The above tender notice is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The intending bidder may visit <https://tntenders.gov.in> website & upload the tender documents on or before the due date and time as mentioned in the Data Sheet.
 - a. The Bidders should download the documents which is digitally signed only from this website <https://tntenders.gov.in>.
 - b. The downloaded documents should be converted to word document and edited at suitable places for filling the required information like
 - i. Letter of consent.
 - ii. Letter of application.
 - iii. Financial proposal.
 - c. The necessary download option for free software converting **.pdf to MS word** format is available on the website itself.
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 e-submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the following list of documents are also to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to .pdf form.
 - a. Earnest Money Deposit: -
 - i. The online Payment Gateway has been enabled for TIDCO in TN Tenders Portal (<https://tntenders.gov.in>). All the payments for the tenders like EMD etc., will be carried out by the Bidders only through online payment mode.
 - ii. 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.
 - b. The other needed documents like Registration details, Experience / Completion Certificates, Annual turnover / Balance sheet, Income tax, Sales Tax Verification certificate, GST Registration (as mentioned).
 - c. All the necessary documents mentioned above may be joined together and converted to **zip** files and uploaded as a single file in the website.
6. The Digital Signature Certificate / e-token may be obtained by the bidders individually at the risk and cost of the bidder.

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SECTION 1.
LETTER OF INVITATION

04-Nov-2023

Sir / Madam,

Sub: RFP for Selection of Consultant to prepare a Techno-Economic Feasibility Report for Setting up Tamil Nadu Knowledge City (TKC) near Chennai, Tamil Nadu.

Government of Tamil Nadu has mandated Tamil Nadu Industrial Development Corporation Limited (TIDCO) to establish Tamil Nadu Knowledge City (TKC) near Chennai, Tamil Nadu. In this regard, TIDCO intends to select a consultant to prepare a Techno-Economic Feasibility Report for the proposed Tamil Nadu Knowledge City (TKC).

Interested Consultants can download the RFP from the website www.tidco.com and <https://tntenders.gov.in>. The Terms of Reference, Qualification criteria, terms and conditions including evaluation criteria and other conditions are provided in the RFP.

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

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants
- Section 3 - Data Sheet
- Section 4 – Background to the RFP
- Section 5 – Eligibility criteria and evaluation methodology
- Section 6 - Terms of Reference
- Section 7 - Technical Proposal - Standard Forms

We hereby request you to kindly submit the bids duly completed as per this RFP on or before **3.00 PM on 18.12.2023**

Thanking You,

Yours faithfully,
Managing Director,
Tamilnadu Industrial Development Corporation Limited,
19A, Rukmini Lakshmi pathi Salai,
Egmore, Chennai-600 008.

SECTION 2 INFORMATION TO CONSULTANTS

1. GENERAL

- 1.1 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and for signing of a contract with the selected Consultants / Firm.
- 1.2 TIDCO will select a consultant/firm among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the RFP.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the satisfaction of TIDCO before beginning the work for the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants may visit TIDCO before submitting a Proposal. The Consultants may contact the official named in the Data Sheet to obtain any relevant / additional information on the Assignment.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the sites & or TIDCO are not reimbursable as a direct cost of the Assignment; and (ii) TIDCO is not bound to accept any of the Proposals submitted.
- 1.6 TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.
- 1.7 TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of any Force Majeure events that may be decided solely at the discretion of TIDCO. In such cases the compensation shall be restricted to the amount paid by TIDCO and no claim whatsoever for any compensation shall be entertained by TIDCO.
- 1.8 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 (<https://tntenders.gov.in>). The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway.

- 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 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 electronic mail (e-mail) to TIDCO's address indicated in the Data Sheet. TIDCO's responses to the pre-bid queries would be uploaded on <https://tntenders.gov.in> & <https://tidco.com>
- 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 uploaded on <https://tntenders.gov.in> & <https://tidco.com>. 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.
- 3.2 The original proposal (technical and financial) 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.
- 3.3 TIDCO reserves the right to accept or reject any proposal without assigning any reason 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.

TECHNICAL PROPOSAL

- 3.4 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 Proposal.
- 3.5 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - i 50% of the project team composition should be permanent employees of the sole firm.
 - ii Proposed Project Core Team members must have the minimum years of experience indicated in Section-5 of the RFP
 - iii Alternative key professional staff shall not be proposed, and only one curriculum

- vitaе (CV) may be submitted for each position.
 - iv Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. TIDCO reserves the right to request a workload projection (including time spent on other projects/TIDCO's) for the key staff.
 - v The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 - vi No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
 - vii The key personnel shall remain available for the period as indicated in the RFP.
 - viii Each CV needs to have been signed by the key personnel and/or countersigned by the Authorised Signatory of the Bidder. At the time of submission of bid proposal, 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 cases, original counter signature of Authorised Signatory shall be required in original.
 - ix Client's certifications or contract copy for the projects listed under the experience section must contain the project attributes (size, fee, duration etc.) and the scope of work on the projects.

- 3.6 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.

- 3.7 The Technical Proposal should provide the following information using the attached Standard Forms:
 - i A brief description of the consultant's organization
 - ii Recent assignments of similar nature, the outline indicating inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - iii Detailed Approach and Methodology and Activity Schedule for undertaking the current Assignment.
 - iv List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member.
 - v CVs signed by the proposed key professional staff and the Authorised Signatory of the Bidder submitting the proposal.

- 3.8 The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL

- 3.9 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 the Standard Forms provided in this RFP.
- 3.10 The Financial Proposal should be a lump sum proposal inclusive of all the costs except applicable taxes associated with the assignment. Consultant shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the Consultant.
- 3.11 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 be submitted through **<https://tntenders.gov.in>** portal only.
- 4.2 Tenders should be submitted in two parts: Technical bid and Financial bid.
- 4.3 Tenderers should ensure submission of all the documents along with Technical and Financial 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. The Financial bid should be prepared as per the Financial bid Format.
- 4.5 Proposals must be submitted on or before **18.12.2023 at 3.00 P.M** through **<https://tntenders.gov.in>**
- 4.6 The Price should be quoted in the Financial bid only, in case found in Technical bid the tender will be rejected.
- 4.7 Evaluators of Technical bids shall have no access to the Financial bid until the technical evaluation, including its approval by Competent Authority is obtained.
- 4.8 From the time the Proposals are opened to the time the Contract is awarded, if any consultant wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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 EVALUATION

- 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:

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

T= Marks secured by the respective Bidder

T_H= Highest Marks secured.

SHORT LISTING OF CONSULTANTS

- 5.3 Consultants scoring **70 or more marks** in technical evaluation shall be qualified and short-listed for financial evaluation in the next stage.
- 5.4 After the evaluation of quality is completed, TIDCO shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference and those bids that were summarily rejected and the same may be published in the portal <https://tntenders.gov.in>.
- 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 All Technical 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. This can also be viewed by the Bidders online.
- 5.7 The Financial Bids shall remain unopened in the e-Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- 5.8 In all cases, the technical bid without the bank transaction details for bid security payment will be declared non responsive and summarily rejected.
- 5.9 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.
- 5.10 The Technical Bid opening summary will be uploaded on the e-Procurement Portal. Only Technical Bids that are opened at Bid opening shall be considered for further 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.

EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS RANKING

- 5.12 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.
- 5.13 Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- 5.14 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.
- 5.15 After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Financial bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- 5.16 Following the results of evaluation of the Technical Bid being made public, TIDCO shall notify 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) notify them of the date and time of the online/public opening of the Financial bids; and (c) their Financial bid will be opened online.
- 5.17 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.
- 5.18 During the detailed evaluation of Financial 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., the Financial Part of the Bid.
- 5.19 If a Bid is not substantially responsive, it will be rejected by TIDCO, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 5.20 In the next stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (F). The evaluation committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Financial Proposal with lowest cost (F_L) will be given a financial score (S_F) of 100.

The Financial Scores of other proposal will be computed as follows:

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

(F = Amount of Financial Proposal)

- 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 highest score.

VALUATION METHODOLOGY AND RANKING

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

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

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.

- 5.23 The 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 on 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 charts indicating activities, staff, 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 review of the draft form of the contract. To complete negotiations, TIDCO and the firm will sign the agreed contract. Negotiation will be carried with the lowest bidder based on the decision of the authority.

7. AWARD OF CONTRACT

- 7.1 A Letter of Award (LOA) will be issued after negotiations and the same will be notified in the e-procurement portal.
- 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, appropriate the Bid Security of such Bidder.
- 7.3 **Performance Security:** Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, within 7 working days from the date of issue of LoA before signing of the contract, in the form of a Bank Guarantee in the format specified. The Performance Security will be retained by TIDCO until the completion of the Assignment by the Consultant and will be released 180 (One Hundred Eighty) days after the successful completion of the Assignment.
- 7.4 **Execution of Contract:** The Successful Bidder shall execute the Contract within 10 (Ten) days from the date of acknowledgement of receipt of LoA. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified in the RFP.
- 7.5 **Commencement of Assignment:** The Consultant shall commence the Services from 7 (seven) days from the Date of signing of Agreement. If the Successful Bidder fails to either sign the Contract or commence the assignment as specified herein, 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 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 indulged in such practices founded by TIDCO.
- 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 in bidding will be allowed to participate on production of an authorisation letter from the respective Firms. During 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. DISPUTE RESOLUTION

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

12. FORCE MAJEURE

- 12.1 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.

13. MISCELLANEOUS

- 13.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 13.2 TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 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 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.
- 13.3 All documents and other information provided by TIDCO or submitted by a Bidder to TIDCO shall remain or become the property of TIDCO. Bidders are to treat all information as strictly confidential. TIDCO will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to TIDCO in relation to the consultancy shall be the property of TIDCO.
- 13.4 TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.
- 13.5 Bidders should make necessary presentations for TIDCO and Govt. of Tamil Nadu as and when required by TIDCO.

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 this RFP will be subject to the jurisdiction of the Courts in the City of Chennai only.

SECTION 3

DATA SHEET

3.1.1 A Technical and a Financial Proposals are requested.

The name, objectives and description of the Assignment are:

1. Name of the Assignment:

Request for Proposal to prepare a Techno-Economic Feasibility Report for Setting up Tamil Nadu Knowledge City (TKC) near Chennai, Tamil Nadu (the "Assignment").

3.1.2 The name, address, and telephone numbers of TIDCO's official is **Thiru R. Karthikeyan, Senior General Manager, Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmipathi Salai, Egmore, Chennai –600 008; Phone: 044- 2855 1192; E mail: karthikeyan@tidco.com**

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

Milestone	Date
Issue of Advertisement	04-11-2023.
Last date for receipt of request for clarifications to be given at the pre bid meeting.	10-11-2023. The queries should be sent by email to the following email address: cmd@tidco.com , karthikeyan@tidco.com and the queries should be sent in Microsoft word format only.
Pre-Bid meeting	3:00 PM on 14.11.2023 at the office of TIDCO, Chennai, 600008. Bidders who wish to attend the pre bid meeting online, may request TIDCO through email to send the meeting link.
Last date for submission of bids	18.12.2023 at 3.00 PM
Opening of Technical Proposals	19.12.2023 at 3.00 PM

3.1.4 Proposals should be submitted in English language.

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

3.1.6 Proposal must be uploaded through **www.tntenders.gov.in** on or before **18.12.2023, 3:00 PM**

SECTION 4

BACKGROUND TO THE RFP

1. PREAMBLE

1.1. Background

The Tamil Nadu Knowledge City (TKC) is envisioned as a knowledge hub that will bring together universities, knowledge-based industries, and world-class sustainable social living in one location, creating a truly global knowledge ecosystem. The Government of Tamil Nadu has demonstrated its commitment to developing TKC through its State Budget Announcement for the year 2022-23.

TKC aims to become one of India's largest parks, attracting renowned universities and institutions from both national and international backgrounds, as well as technologically advanced organizations across sectors. The city will offer an open and conducive environment, fostering the acquisition and exchange of knowledge between Tamil Nadu / India and the rest of the world and vice versa.

With its establishment, TKC is anticipated to yield numerous socio-economic benefits, not only within Tamil Nadu but also beyond its borders, drawing Foreign Direct Investment (FDI) and bolstering the state's overall socio-economic growth.

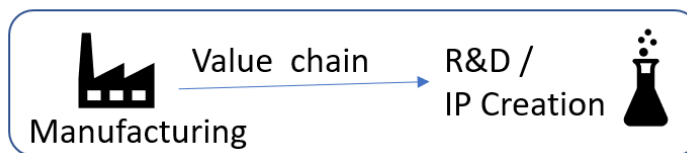
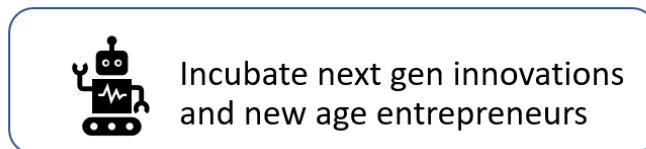
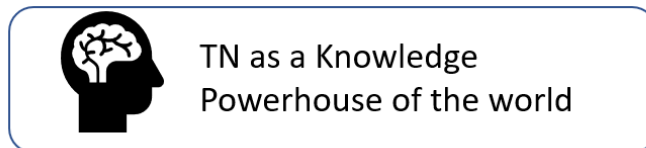
1.2. Vision of Tamil Nadu Knowledge City

To create a world class ecosystem that hosts top-notch educational institutions and knowledge-based industries in close proximity such that higher education, human capability development, technology and research comes together to fuel next generation innovations in a self-sustainable green living environment thereby catalyzing Tamil Nadu's transformation into a world class knowledge powerhouse.

1.3. Objectives of Tamil Nadu Knowledge City

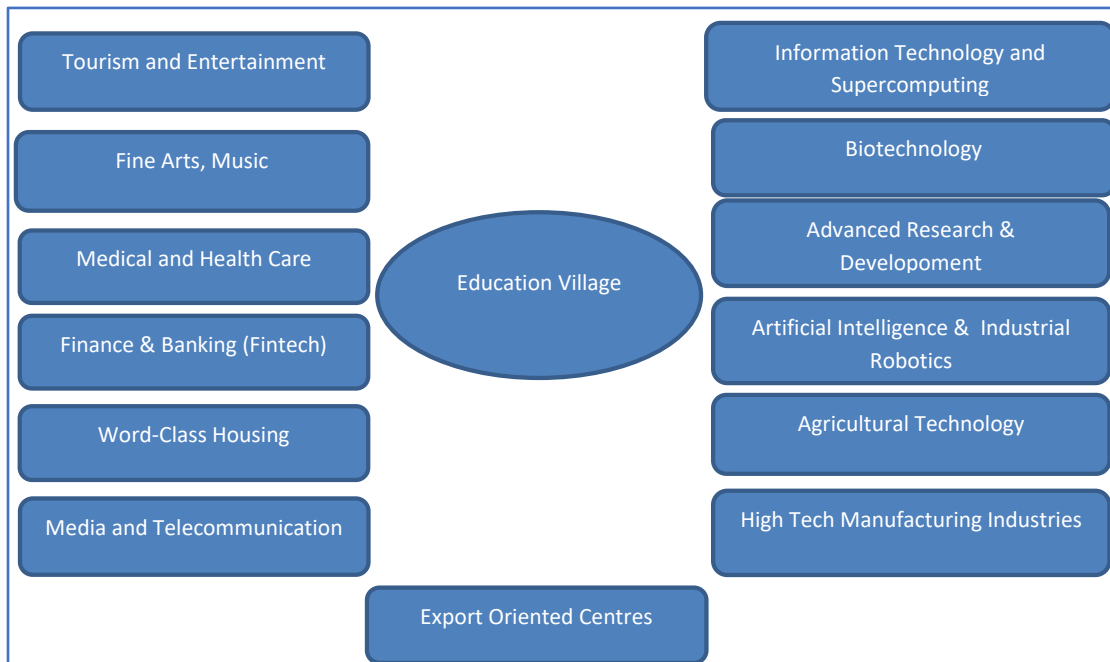
- To create a well-planned out aggregation of knowledge centers including universities of National / International repute, Research & Product Development enterprises, Living spaces, recreation spaces, and commercial centers revolving around the promotion of free flow of knowledge.
- To be a city that seamlessly integrates Indian values, Ancient Indian Wisdom, India's Culture, Art and Music with Modern education and technology thereby playing a catalyst role for the transfer of knowledge from the Tamil Nadu / India to the rest of the world and vice versa.
- To be a futuristic, role model Indian city that will play a catalyst's role in creating a knowledge-based economy and pave the way for an energized and global India. The latest know-how in technology and global best practices would be applied in the design and construction of various elements of the city with education being the central theme. The City would be well-planned, efficient, self-contained, self-sustainable with green buildings, green transportation and green connectivity.

- To create a cross-geographic, multi-ethnic, multi-cultural, inclusive, learning and living ecosystem that leverages the strengths of Indian and Global diversity in STEM, Business, Law, Medicine, Music, Art and Culture education.
- To foster Innovation, cutting edge Research and Development in all emerging fields thereby creating huge higher order employment opportunities and raising the overall standard of living of citizens.
- To foster entrepreneurship through Startup hubs, Incubators, Accelerators, VC & PE firms
- To support acquisition of niche skills and competencies in emerging technologies e.g., AI & ML, AR/VR, IoT, IIoT, AI, Digital Twins, Block Chain etc.
- To brand and promote Tamil Nadu as the most attractive destination in Asia for high-quality higher education and attract domestic and international students.

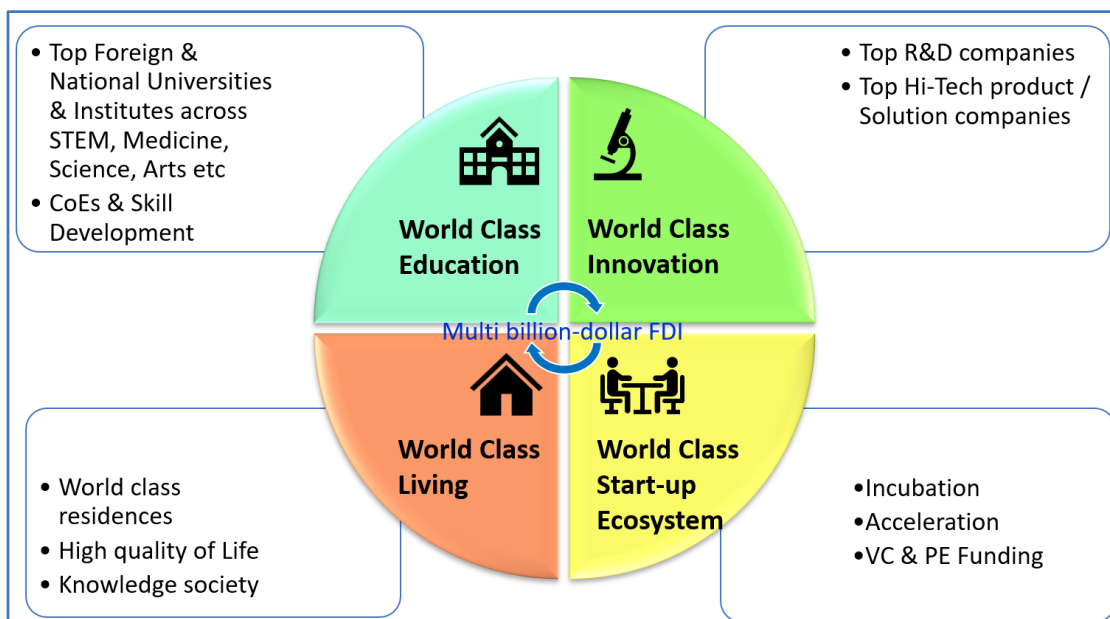


Creating a knowledge society for the Digital world & Digital Economy

1.4. MAGNETISM OF TKC



1.5. KEY COMPONENTS OF TKC



1.6. DETAILS OF LAND IDENTIFIED FOR THE PROJECT

An extent of 1424.57 acres of land for developing Tamil Nadu Knowledge City has been identified in Kalpattu, Enambakkam, Melmaligaipattu, Sengathankulam villages in Uthukottai Taluk and Vengal Village, Tiruvallur Taluk in Tiruvallur District.

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

iii. **Similar work experience in last ten (10) years:**

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, below mentioned completed consultancy assignments taken up during the last ten (10) financial years ended 31.03.2023 shall be deemed as eligible assignment.

- a) The Bidder should have experience of at least one similar project (Preparation of TEF/DFR involving demand assessment, Concept Master Plan, Cost estimates, Project & financial structuring, business plan, financial modelling etc..) related to development and operations of infrastructure project in the nature of Knowledge City / Education City / Knowledge Park / Industrial Parks / Special Economic Zones / Special Education Zones / Technology Parks / Information Technology Parks / Integrated Townships, Smart Cities having a minimum extent of 750 acres with a minimum project cost (excluding land cost) of INR 500 Crores and above. The completed consultancy assignment may be in India or Overseas. For the International projects, relevant credentials and work details shall have to be produced.

The bidder shall meet the above criteria as a sole firm.

iv. **Financial Eligibility**

Average Annual Turnover in last three (3) years:

Average Annual turnover of the Bidder should not be less than INR 500 Crores during the last three (3) financial years (2020-21, 2021-22, 2022-23). In case of global firms, the turnover has to be submitted after converting into INR.

v. Project Core Team

Qualification, Experience and exposure of the key personnel for the proposed assignment

Sl. No	Position	Qualification and Experience	Years of Experience
1	Team Leader	Should be a Post Graduate in Engineering / Management/ Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, development for Knowledge city, industrial area development projects viz., industrial parks, SEZs, industrial corridors, clusters, Integrated Townships, Smart Cities advising public/private entities . He / She should have been Team Leader for at least one similar assignment during the last ten years. He/ she should be permanent employee of the firm.	15
2	Domain Expert	Should be a Graduate in Engineering / Management / Planning with specific experience in preparation of master plan, engineering design, strategies, demand mapping, development etc for Knowledge city, Education City, Special Education Zones advising public/private entities.	10
3	Urban Planner / Architect	Should be a Post Graduate in Civil Engineering / Urban Planning / Architecture with experience in planning, designing, costing, master plans/schemes and finalization of specification & functional requirement of industrial infrastructure development projects.	10
4	Infrastructure expert	Should be a Graduate in Civil Engineering/Infrastructure planning with experience in infrastructure consulting projects	10
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 for Knowledge Cities, Education City, Special Education Zones, 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 (2020-21, 2021-22, 2022-23).

2. SELECTION PROCESS

2.1 Technical Evaluation Criteria

Evaluation Criteria		Max Marks
I	<p>Experience of the Consulting Agency: Preparation of TEFR/DFR involving Demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.) related to development and operations of infrastructure projects in the nature of Industrial Parks / Special Economic Zones / Technology Parks / Information Technology Parks/ Integrated Townships, Smart Cities, having a minimum extent of 750 acres with a minimum project cost of INR 500 Crores or more during the last ten (10) financial years ended 31.03.2023. The completed consultancy assignments may be projects either in India or Overseas.</p> <p>a) 10 marks for fulfilling minimum qualification criteria given above (One Project).</p> <p>b) Additional projects – 5 marks for each project (max up to 2 projects) beyond the one minimum qualification project.</p> <p>[Note - The project claimed for additional marks (i.e., Ib) should not be same as the project claimed for fulfilling minimum qualification criteria (i.e., Ia)]</p>	20
II	<p>Specific Experience of the Consulting Agency: Preparation of TEFR/DFR for similar projects like Knowledge City / Education City / Special Education Zones having a minimum extent of 100 acres with a minimum project cost of INR 250 Crores or more during the last ten (10) financial years ending 31.03.2023. The completed consultancy assignments may be projects either in India or Overseas.</p> <p>c) 15 marks for fulfilling minimum qualification criteria given above (One Project).</p> <p>d) Additional projects – 5 marks for each project (max up to 2 projects) beyond the one minimum qualification project.</p> <p>[Note - The project claimed for additional marks (i.e., IId) should not be same as the project claimed for fulfilling minimum qualification criteria (i.e. IIc) and also not same as any of the projects claimed in Ia or Ib)]</p>	25

III	Approach & Methodology a) Presentation of Technical Approach and Methodology: (20 marks) b) Work plan schedule (5 marks)	25
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IV	Project Team	30
	<p>1. Team Leader (Domain expert in Knowledge City / Education City / Knowledge Park / Special Education Zones in India or overseas) - 8 marks minimum 15 years of experience - 4 marks For every additional 2 years of experience - 2 marks will be given limited to a maximum of 4 marks.</p> <p>2. Domain Expert – 4 marks minimum 10 years of experience - 2 marks For every additional 2 years of experience - 1 mark will be given limited to a maximum of 2 marks.</p> <p>3. Urban Planner / Architect – 4 marks minimum 10 years of experience - 2 marks For every additional 2 years of experience- 1 mark will be given limited to a maximum of 2 marks.</p> <p>4. Infrastructure Expert - 4 marks minimum 10 years of experience - 2 marks For every additional 2 years of experience -1 mark will be given limited to a maximum of 2 marks.</p> <p>5. Market Analyst – 6 marks minimum 10 years of experience - 2 marks For every additional 2 years of experience - 2 marks will be given limited to a maximum of 4 marks.</p> <p>6. Financial Expert – 4 marks minimum 10 years of experience - 2 marks For every additional 2 years of experience 1 mark will be given limited to a maximum of 2 marks.</p> <p>Note:</p> <ul style="list-style-type: none"> - The above key staff and minimum experience proposed are mandatory. - Key Personnel shall have experience related to the eligible projects (mentioned in Minimum Qualification Criteria) - Key personnel – be considered, only if they are full time employees of the company 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 related to this assignment/project. 	
	Total Marks	100

Note:

- i. The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria. Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated.

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. Hinterland Connectivity (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 utilities
- j. Details of nearby water sources, power and status of availability for the project
- k. Constraints in development.
- 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. The surrounding area shall be as per statutory requirements if any or within a radius of 5 km (“Surrounding Area”) from the said location.

3. Site survey and investigation

- a. Consultant shall carry out Topographic survey using total station equipment for the identified site. The survey should capture all the features available within the site.
- b. Consultant shall also carry out Geotechnical investigations comprising of boreholes and trail pits at important locations in the project site. The investigations shall be carried out as per relevant standards codes of practice.
- c. Consultant shall take prior approval of TIDCO before commencement of the surveys.

4. Market study and demand assessment

The Consultant shall carry out a detailed market study and assess the demand for the proposed TN Knowledge City. 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 are not limited to.

- a. Need for the proposed project.
- b. Carry out SWOT analysis for setting up of Knowledge City in the state.
- c. Carry out a primary survey through a structured questionnaire to understand the requirements of the hub.
- d. Carry out one-to-one interactions with key international and national players in the education & knowledge sector and understand their requirements.
- e. Identify constraints in developing such facility based on user perception/attitudes, infrastructure, and government policy dictate.
- f. Identify developers/consortiums of developers of international and national repute who may potentially bid for the development of the Knowledge City.
- g. Identify the list of National/International education institutions, schools, universities, R&D companies / institutions etc that may potentially set up their campuses / offices / facilities in the proposed knowledge city.
- h. Identify the potential list of skill/competency/capability development programs/courses and institutes that can be considered suitable to be hosted in TKC.
- i. Identify, prioritize, and establish a roadmap of the branches of education that may be brought to TKC based on market demand, business viability, and other such factors.
- j. Undertake the market study and identify the areas / sectors including niche sectors which are relevant to the knowledge ecosystem.
- k. Study the available physical and social infrastructure.
- l. Study the ongoing initiatives of the State Government to support such initiatives.
- m. Study the policies of the Government of India / Tamil Nadu relating to the incentives available for such initiatives.
- n. Based on market studies, the consultant shall prepare an implementable marketing strategy

5. Study & Benchmarking of other similar clusters in terms of infrastructure, policy and incentive structures

- a. Study similar projects across the World / India.
- b. Benchmark with global / national knowledge hubs.
- c. Analyze the benchmarked national and global knowledge hubs, their land utilization and performance over the years, and recommend the realistic land extent needed for Tamil Nadu Knowledge City, considering current and future needs, while also taking into consideration land acquisition constraints and related social impacts.
- d. Global scanning of key economies with regards to
 - o Policies, programs, technology, financing and marketing of similar projects.

- Case studies from other countries with regards to preparation of master plan & conceptual design, ecosystem development, governmental support, infrastructure support, etc for similar projects.
- Benchmark with other similar projects in other states of India
- e. 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.
- f. The Consultant should indicate Government support / Assistance in terms of grants, soft loans, subsidies etc available from GoI, GoTN and International Institutions / Bodies that could be availed for Knowledge city.
- g. The Consultant should also indicate Government support / Assistance needed from GoI and GoTN to ensure Knowledge city is developed to international standards.

6. Conceptual Framework for Development of Knowledge City

Based on the demand assessment, site analysis, benchmarking studies and locational advantages, the Consultant shall prepare a conceptual framework for the development of Tamil Nadu Knowledge City.

7. Regulatory Assessment for Knowledge City

The consultant shall conduct a comprehensive regulatory assessment covering all facets of establishing foreign universities in India, as well as the associated international movement of funds, including repatriation. The study should take into account pertinent Legislative framework, Policies & Guidelines such as UGC Act, Foreign Exchange Management Act, NEP, etc., and distinctly outline the complete operational procedures for establishing universities, university branches, R&D institutions etc in TKC, ensuring full adherence to the regulatory framework of India / Tamil Nadu. Any regulatory or policy impediment identified should be precisely brought out and emphasized. The consultant shall suggest the regulatory, policy interventions and other incentives that may be required for the successful implementation of the project.

8. Detailed Master Plan

- a. Based on the outcome of the demand assessment studies and the objective of TIDCO, the consultant should develop a master plan which provides the best productivity of the identified land. The master plan shall clearly earmark the space for Educational activities, R&D / Business activities, Residence areas and related utilities (water, power, and wastewater), transportation (parking, terminals, warehouses) and social infrastructure (commercial, institutional and residential). Provision of infrastructure facilities should be based on the site characteristics, topography and functionality.
- b. The 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.
- e. The master plan should clearly define the processing and non-processing areas along with green areas / opens spaces. The master plan shall be developed up to the plot level. The master plan shall be phased as per the recommendations of the demand assessment study.
- f. The consultant shall develop two to three alternative layouts and recommend the best layout, which is technically, financially and environmentally bankable.
- g. The consultant has to provide the master plan drawings on an appropriate scale.

9. Infrastructure plan and design

- a. The infrastructure plan should be developed in tandem with the master plan and based on the need assessment for the hub. The following components may form part of the infrastructure plan, which are indicative. The Consultant based on the market demand assessment may suggest additional/appropriate infrastructure facilities along with their demand and spatial requirements.

- i. **Site Grading** - Consultant shall analyze the terrain features from the topographic survey data and shall develop the site grading. Consultant shall estimate the earthwork required for site grading and also identify the material sources.

- ii. **Road and Drainage** - Consultant shall study the drainage characteristics of the region and accordingly design the system to ensure that runoff from the site is effectively drained. While finalizing the design, the consultant shall fix the invert level considering the HFL in the local streams.

Consultant should study the present condition of the access road leading to the project site. Further Traffic studies need to be carried out to assess the existing traffic density. Based on the hierarchy of roads, the consultant should provide typical cross section of the roads defined in the master plan. The consultant should also provide the pavement designs along with typical drawings.

- iii. **Water Supply system** - Based on the identified source, the quality of water and the estimated demand, the consultant should develop the water supply system for the proposed knowledge city. The system should cover clear water tanks, storage tanks and distribution network. The design should conform to the Water Supply Manual standards prescribed by CPHEEO. Consultant shall explore the usage of recycling techniques to minimize the water intake. The designs along with technical specifications and network drawings shall be provided in the report. Typical drawings of the clear water and service reservoir should be provided.

- iv. **Sewerage system** - Consultant shall design the treatment system based on the estimated wastewater from the proposed facilities. The design should conform to the specifications prescribed in the CPHEEO Manual for Water Supply and Sewerage. The designs along with technical specifications and network drawings shall be provided in the report.

- v. **Power supply** - Based on the estimated power demand, the consultant shall design the power supply system for the proposed Knowledge city. The design should cover the details for drawing the power from the identified substation to the proposed facility, distribution system and its supporting facilities. The design should be supported with necessary technical specifications along with network drawings.
- vi. **Social Infrastructure** - The consultant shall prepare the conceptual design for the social infrastructure with well-planned living spaces and associated amenities like parks, sports facilities, malls, schools, hospitals etc with efficient self-contained, self-sustainable with green buildings, green transportation and green connectivity.
- b. The infrastructure plan should comprise of both internal and external infrastructure facilities required for Knowledge city.
- c. The Consultant should also incorporate environmentally sustainable practices in the planning and design of infrastructure and common facilities to enable Knowledge city to meet the requirements of a green hub.
- d. The consultant shall address the compliance requirements of the statutory approvals which are applicable for design stage while preparing the report.
- e. The consultant should provide typical sketches / layout for the above facilities. Detailed engineering design and drawings are not required for this TEFRR.

10. Cost estimates

Consultant shall prepare cost estimates for the components required for developing the project. A standard schedule of rates shall be used for estimating the cost. The cost estimate shall also include the operation cost. The cost for developing the external infrastructure shall be estimated as per the respective design.

11. 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, periodic asset replacement/ maintenance expenditure.
- 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 all income streams, financially structure the project and work out the financial viability indicators of the project by considering different revenue models.
- d. Examine and establish the feasibility of financing the project on various modes including PPP route.
- e. Identify expected returns of various stakeholders involved along with the suggestions as to the incentives and their quantum etc.
- f. The consultant shall examine the advantages and disadvantages of different modes / methods by which the project could be implemented.
- g. 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.

6.1 PROPOSED DELIVERABLES, TIMEFRAME AND PAYMENT TERMS

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

Sl. No.	Deliverables	Delivery Time (T = Date of signing of contract agreement)	Payment as percentage of Awarded Lumpsum Fees
1	Inception Report	T+ 2 weeks	10% on submission
2	Interim Report	T+ 10 weeks	20% on submission
3	Draft Final Report	T+ 20 weeks	35% on submission
4	Final Report	T+ 24 weeks	35% on approval by TIDCO

SECTION 7

TECHNICAL PROPOSAL - STANDARD FORMS

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

7A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

To: (Name and Address of TIDCO)

Sir/Ma'am:

Subject: Appointment of Consultant to prepare a Techno-Economic Feasibility Report for Setting up Tamil Nadu Knowledge City near Chennai, Tamil Nadu - submission of technical proposal.

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

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

We also hereby agree and undertake as under:

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

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

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

Yours sincerely,

Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

7B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY¹

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2023

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

¹To be submitted in original.

(Name, Title and Address of the Attorney)

Notes:

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

7C. FORMAT FOR SUBMISSION OF INFORMATION ABOUT THE CONSULTANT

Sl. No	ITEMS	DETAILS										
i)	Name of the Company											
ii)	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company}										
iii)	(a)Postal address of the (b)Telephone no.(s) (c)Fax No.(s) (d) Website, (e)Email	(a) (b) (c) (d) (e)										
iv)	(a) Name of the authorized representative (b) Designation and postal	(a) (b) (c)										
v)	Year of incorporation of the company under the Companies											
vi)	Banker's Name and Address											
vii)	Registration Number											
viii)	Permanent Account Number (PAN) for Income Tax											
ix)	GST details											
x)	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)

7D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Similar work experience in the Last Ten (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
<p>Experience in preparation of TEFR/DFR involving Demand assessment, Concept Master Plan, cost estimates, Project & financial structuring, business plan, financial modelling etc.) related to development and operations of infrastructure projects in the nature of Industrial Parks / Special Economic Zones / Technology Parks / Information Technology Parks/ Integrated Townships, Smart Cities, having a minimum extent of 750 acres with a minimum project cost of INR 500 Crores or more during the last ten (10) financial years ended 31.03.2023. The completed consultancy assignments may be projects either in India or Overseas.</p>						
1						
2						
3						
4						
<p>Experience in preparation of TEFR/DFR for similar projects like Knowledge City / Education City / Special Education Zones having a minimum extent of 100 acres with a minimum project cost of INR 250 Crores or more during the last ten (10) financial years ending 31.03.2023. The completed consultancy assignments may be projects either in India or Overseas.</p>						
1						
2						
3						
4						

Signature of Authorized Representative of the bidder Note:

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

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

Similar Projects carried out in the Last Ten (10) Financial Years

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

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

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

7G. 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			

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

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

7I. FINANCIAL PROPOSAL SUBMISSION FORM

Note: The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) the 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.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST Percentage %	GST Amount	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	50	51	53	54	55
1	SELECTION OF CONSULTANT TO CONDUCT TECHNO-ECONOMIC FEASIBILITY STUDY FOR SETTING UP TAMIL NADU GLOBAL KNOWLEDGE CITY NEAR CHENNAI, TN.								
1.01	Lump sum fee for providing services including out of pocket expenses and all other expenses	1.000	Nos		18	0.00	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only			

7J. 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 Tamilnadu 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 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.

7K. DRAFT AGREEMENT

Agreement to Conduct Techno-Economic Feasibility Study for Setting up Tamil Nadu Knowledge City near Chennai, TN.

This AGREEMENT (“**Agreement**”) is executed at Chennai on this ___ __ day of _____ 2023 by and between Tamilnadu Industrial Development Corporation Limited (TIDCO), PAN No:AAACT3409P (hereinafter will be referred as the “**Client**” which expression shall include their respective successors and permitted assigns) having their office at 19-A, Rukmini Lakshmi pathy Salai, Egmore, Chennai 600 008, is Party of First Part

and

M/s(Other Party name and details), PAN No: _____ (hereinafter will be referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns) having their office located at (Other party Office Address) is Party of Second Part

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

WHEREAS

(A) The Client floated tender for the Preparation of Techno-Economic Feasibility Report with regard to setting up of Tamil Nadu Knowledge City near Chennai

(B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the services to the Client on the terms and conditions as set forth in the Letter of Invitation and the Terms of Reference and this Agreement;

(C) The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the assignment to the Consultant vide its Letter of Award dated _____ bearing number _____ (The letter of Award Details)(the “**LOA**”); and

(D) In pursuance of the LOA and RFP the consultant had provided Bank Guarantee on (Date) The parties have agreed to execute this agreement for the better understanding.

NOW, THIS DEED WITNESSETH and the Parties do hereby agree as follows:

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

2. For administrative purposes (Name of TIDCO Officer) has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ months, from _____ to _____.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such a case, every effort will be made to give you, as early as possible, notice of any changes.
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 Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this agreement on behalf of the Consultant (i.e. on _____) and will terminate on (_____), or such other date as mutually agreed between the Client 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. (in words) inclusive of GST. (The “Agreement Value”). The Client will pay the Consultant, within 3 (three) weeks of receipt of invoice after approval of the report, which is as follows:

Amount Currency: INR

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

The terms of payment of the Agreement Value shall be as follows:

Sl. No.	Deliverables	Delivery Time (T = Date of signing of contract agreement)	Payment as percentage of Awarded Lumpsum Fees
1	Inception Report	T+ 2 weeks	10% on submission
2	Interim Report	T+ 10 weeks	20% on submission
3	Draft Final Report	T+ 20 weeks	35% on submission
4	Final Report	T+ 24 weeks	35% on approval by TIDCO

8. The Consultants 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 Consultants or its staff. The risks and the coverage shall be as follows:
- (a) Third Party liability insurance.
 - (b) Professional Indemnity insurance.
 - (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.
9. The Consultants shall also indemnify and hold harmless the Client against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the Client arising out of gross negligence of the Consultants in the provision of services under this Agreement. The liability of the Consultants under any circumstance shall not exceed one time of the Agreement Value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to the losses or damages caused on the Consultant's fraud or wilful misconduct 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 Agreement.
10. The Consultants shall mobilize the key personnel as per the details provided in (to be mentioned, the Section/annexure according to RPF). Team composition and Task Assignment under (to be mentioned, the Section/annexure according to RPF). The Consultants shall meet the Client with all the key personnel, as proof of mobilization and commence work within 7(seven) days from the date of signing of contract agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work as non-mobilization of key personnel.
11. The Performance Security (Bank Guarantee) will be released to the Consultant after (_____) upon reviewing that the consultant has successfully completed the assignment. The validity of performance security shall be extended in accordance with the extension of Agreement Period. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for the required period as informed by client, failing which the Performance Security shall be forfeited.

12. 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 a breach of the work assigned in the RFP and the finalized Agreement.
13. All plans, drawings, specifications, designs, reports, and other documents or software submitted by the Consultants in the performance of the services shall become and will 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 Agreement without the prior written approval of the Client.
14. The Consultant shall undertake to carry out the assignment in accordance with the highest standard protocol of professionalism, 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 Agreement, will also conduct themselves in an appropriate manner consistent herewith.
15. The Consultant will not assign this Agreement or sub-contract or any portion of it without the Client's prior written consent.
16. The 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.
17. The Consultants also agree that all knowledge and information which is not specified within the public domain, which may be acquired to carry out this Agreement, over the course of time shall be, for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission. Confidential information does not include any information which:
 - i) is rightfully known to the recipient prior to its disclosure;
 - ii) is independently developed by the recipient without use of or reliance on confidential information or
 - iii) later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
 - iv) where recipient is ordered by a judicial authority to disclose confidential information.

18. REQUEST FOR PROPOSAL AS PART AND PARCEL:

The RFP and the Proposal are incorporated and the same shall be read as part & parcel of this agreement. Consultant shall be obligated to meet all specifications described in the RFP and the Proposal pertaining to the

Work and any written clarification thereto accepted by Client.

19. TERMINATION:

This Agreement may be terminated by either Party as per provisions set up below:

I. By the Client:

- a) The Client may terminate this Agreement at least thirty (30) calendar days written notice of termination to the Consultant on of the following;
 - i) If the consultant fails to deliver the said job within the stipulated time of 6 months.
 - ii) In the event of non-performance/ or unsatisfactory performance delivered by the Consultant
 - iii) If the consultant has been found to have made any false or fraudulent declaration or statement to get the Agreement or he is found to be indulging in unethical or unfair practices.
 - iv) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
 - v) 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;
 - vi) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
 - vii) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- b) If the Consultant fails to confirm the 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.
- c) 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;

II. By the Consultant:

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

- a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and is not subject to the dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- c) If the Client fails to comply with any final decision reached as a result of arbitration.
- d) If the Client is in material breach of its obligations pursuant to this Agreement 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:

- a) Upon termination of this Agreement 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 bare minimum. Upon termination of this Agreement, the Client shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.
- b) The Consultant agrees that, during the course of this Agreement and after its termination, the Consultant and any other entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any future project resulting from or closely related to the services.

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. DELAY IN THE SERVICES:

In the event of delays in submission of the deliverables on Timeframe prescribed for the proposed Deliverables, a penalty will be levied at the rate of (2%) of the Awarded Lump sum Fees per week or part thereof of delay, subject to a maximum of Ten Percent (10%) of the Awarded Lump sum Fees.

23. 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.
 - b) Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement 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 other 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 Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, 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 Agreement.
 - f) Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall also 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 Agreement.
24. **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.
25. **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 Agreement 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.

26. 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.** Any dispute arising out of the Agreement, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be in Chennai.
- C. Miscellaneous.** In any arbitration proceeding hereunder:
 - a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
 - b) The English language shall be the official language for all purposes;
 - c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Place:

Date:

Thiru. _____

Thiru. _____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

Annex A: Terms of Reference.

Annex B: Consultants Personnel.

Annex C: Consultants Reportions Obligations.

Annex D: Cost of the assignment with break up.