



**TAMIL NADU INDUSTRIAL DEVELOPMENT CORPORATION  
(TIDCO)**

**Tender Document  
for  
E- Tender cum E-Auction  
of  
Vacant Plots at Fintech City, Nandambakkam, Chennai  
on Lease basis**

**January 2024**

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## **DISCLAIMER**

- I. This Tender Document contains brief information about the Vacant Plots at Fintech City, Qualification Requirements, and the Selection process for the successful Bidder. The purpose of the Tender document is to provide Bidders with information to assist the formulation of their bid application (the Bid).
- II. The information contained in this Tender Document or subsequently provided to interested parties (the 'Bidder(s)'), in writing by or on behalf of Tamil Nadu Industrial Development Corporation (TIDCO), is provided to Bidder(s) on the terms and conditions set out in the Tender Documents and any other terms and conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to provide relevant information about the Vacant Plots available for leasing at Chennai. TIDCO advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. TIDCO, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender Document, if any, may be given, by the Bidders, to the office of the TIDCO immediately by the Bidders. If TIDCO receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the Tender document.
- V. Any character or requirement for the Vacant Plots at Fintech City, Nandambakkam, Chennai, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder by way of its own due diligence.
- VI. This Tender Document is not an agreement, offer or invitation by TIDCO to any party. The terms for lease of Vacant Plot and the right of the successful Bidder, shall be as set out in separate agreements executed between TIDCO and the successful Bidder.
- VII. TIDCO reserves the right to accept or reject any or all Bids without giving any reasons thereof. TIDCO shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.
- VIII. TIDCO reserves the right to cancel the entire bidding process without assigning any reasons and to recall again at its discretion with same terms or otherwise and parties offered proposal is not entitled any sort of claims in this regard.

## Contents

DISCLAIMER .....	2
CHAPTER 1.....	4
1. DEFINITIONS.....	4
CHAPTER 2.....	7
2. INTRODUCTION TO BIDDERS.....	7
CHAPTER 3.....	11
3. ELIGIBILITY CRITERIA FOR BIDDERS .....	11
CHAPTER 4 .....	12
4. INSTRUCTIONS TO ONLINE TENDERERS .....	12
CHAPTER-5.....	23
5. GENERAL TERMS AND CONDITIONS.....	23
CHAPTER 6 .....	27
6. EVALUATION OF BIDS .....	27
CHAPTER 7 .....	34
7. FRAUD AND CORRUPT PRACTICES .....	34
CHAPTER 8 .....	36
8. MISCELLANEOUS.....	36
ANNEXURE - 1 .....	37
ANNEXURE - 2 .....	38
ANNEXURE - 3 .....	42
ANNEXURE - 4 .....	43
ANNEXURE - 5 .....	44
ANNEXURE - 6 .....	45
ANNEXURE - 7 .....	48
ANNEXURE - 8 .....	50
ANNEXURE - 9 .....	51
ANNEXURE - 10 .....	52
ANNEXURE - 11 .....	53

## CHAPTER 1

### 1. DEFINITIONS

- a) **“Agreement”** means the Lease Deed to be executed between the Industries, Investment Promotion and Commerce Department, Government of Tamil Nadu (GoTN) and the selected Bidder and subsequently register the Lease Deed.
- b) **“Annual Lease Rent”** means a sum of Rs.1,000/- (Rupee One Thousand only) per acre of lease Scheduled Property annually, with the first instalment starting from Lease commencement date until the expiry of period of lease agreed or termination of this lease, whichever is earlier.
- c) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/regulations/notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- d) **“As is where is”** means LESSEE shall be Leased the said Vacant Plot on ‘as is where is basis’. They shall not be entitled to any compensation for any additions carried out by them in the Leased Plot rather LESSEE shall be required to hand over the Leased Plots on “As is where is” basis at the end of Lease period.
- e) **“Bidder”** means any single entity (or) Joint Venture (JV) / Consortium incorporated as a company/company in India under the Companies Act, 1956 or the Companies Act, 2013 or a Company/body corporate incorporated under the applicable laws of its origin country which is submitting its bid pursuant to Tender Documents. In case of JV/Consortium, JV/ consortium can have maximum of three members.
- f) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with Tender documents to TIDCO.
- g) **“Commencement Date”** means date of Lease agreement
- h) **“Commercial Operation”** Commencement of Business operation by the Occupier(s) in the Project.
- i) **“Letter of Award”** means the letter issued to the Lessee notifying the award of Lease right based on the bidding/ selection process.

- j) **“Lease”** means the Lease granted by Industries, Investment promotion & Commerce Department, GoTN to the Lessee for the subject Vacant Plot as specified in Annexure-I.
- k) **“Lease Premium”** is a Lumpsum Payment required to be made by the Selected Bidder to Industries, Investment promotion & Commerce Department, GoTN for the execution of the Lease deed for the development of the proposed plots for the Lease Period
- l) **“Lessee”** means the Bidder/Developer for whom lease is granted (or) SPV in case the bidder incorporates a SPV Company exclusively for the execution of the project, who will be signing of the Deed and which has executed the Lease Deed with Industries, Investment promotion & Commerce Department, GoTN pursuant to the conclusion of the bidding process.
- m) **“Lessor”** shall mean Industries, Investment promotion & Commerce Department, GoTN, its assigns, its successors in interest or any other body corporate which may be authorized in writing by Industries, Investment promotion & Commerce Department, GoTN to act on its behalf.
- n) **“Lease Period”** means an initial period of 99 years from the date of signing of lease deed, extendable for a further period of 99 years on mutual agreement basis.
- l) **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following the procedure mentioned in this tender or in case any of the required details or documents are missing or not clear or not submitted in the prescribed format or Bid Security.
- m) **“Project”** the list of permissible Development Project as mentioned in Annexure 11
- n) **“Reserve Price”** Reserve Price, at which the Vacant Plot to be leased for and not for less than the amount reserved. Reserve price is not necessarily to be disclosed to the buyer.
- o) **“Selected Bidder”** means the Bidder who has been selected by the TIDCO, pursuant to the bidding process for award of Lease.
- p) **“SPV”** or **“Special Purpose Vehicle”** means the special purpose company incorporated under the Indian Companies Act, 2013 by the Selected Bidder to sign the Lease Deed and perform the duties of the Lessee in terms of the Lease Deed and this Tender Document.
- q) **“Sub-Lessee”** means an entity to whom the successful Lessee may at his option sub-Lease the Built space.

- r) **“Termination”** means termination of this Lease deed by efflux of time or sooner determination in accordance with the provisions of the Agreement.
- s) **“TIDCO”** means Tamil Nadu Industrial Development Corporation.
- t) **“Vacant Plot”** the proposed site to an Extent of 1.5 Acre each plot Namely S 15 & S 16 on “As is where is” basis with all infrastructure access roads, tapping points of Electricity, Water and Drainage.

## CHAPTER 2

### 2. INTRODUCTION TO BIDDERS

- 2.1 TIDCO is a Government of Tamil Nadu Enterprise, incorporated in the year 1965 in order to identify and promote the establishment of large and medium scale industries within the state of Tamil Nadu in association with the private promoters, TIDCO has promoted the projects cover a wide range of activities such as Iron and Steel, Fertilizers, Chemicals, Petrochemicals, Engineering, Automobiles, Agro and Food Processing, Leather, Textiles, Pharmaceuticals, Floriculture, Horticulture, Electronics and Communication, Infrastructure/Industrial Parks including Agri Export Zones (AEZs) and Special Economic Zones (SEZs). Considering the inherent advantages of Chennai, Government of Tamil Nadu through Tamil Nadu Industrial Development Corporation (TIDCO) has conceived the IDEA of creating a FIN TECH CITY with State of Art Infrastructure and nominated TIDCO as the for development of Fintech City in around 110 acres of land in Nandambakkam, Alandur Taluk, Chennai District. Phase-1 of the project in 56 acres of land is being developed by TIDCO.
- 2.2 Tamil Nadu Industrial Development Corporation (TIDCO) has also undertaken to capture maximum value by transferring Leasehold rights for a period of 99 years in such a manner that give sustainable revenue to Government. Through this Bid, TIDCO intends to select Lessee(s) to take up offered Vacant Plots on Lease basis located at Fintech City Nandambakkam mentioned admeasuring as detailed in Annexure 1. TIDCO invites open e-auction from suitable Bidder for selection of a Lessee to grant Leasing rights of the Vacant Plot at Fintech City Nandambakkam, Chennai for Fintech Related activities detailed in Annexure-11. TIDCO shall receive E-Bids pursuant to this Tender document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by TIDCO. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the site and familiarize themselves with various arrangements and all activities necessary in this regard.
- 2.3 Tender document can be downloaded from the website <https://tntenders.gov.in> at Free of Cost.
- 2.4 The Bidder shall submit its Technical and Financial Bid with the Interest free EMD (Bid Security) for an amount of Rs.1,00,00,000/- (Rupees One Crore only). Bid Security shall be submitted in form of Bank Guarantee (validity one year) or NEFT/ RTGS. The BG number is required to be filled and the same needs to be signed and uploaded along with technical bid. In case of NEFT/ RTGS, Unique Transaction Reference details needs to be provided.

No interest is payable for the EMD amount. The Tender Application shall be summarily rejected if it is not accompanied with EMD details. The interest free EMD of unsuccessful Bidders shall be refunded immediately after completion of selection process. The EMD of the successful bidder will be returned after 100% payment of lease premium or shall be adjusted against the upfront lease payment as per terms and conditions of the Lease deed based on the bid Outcome. Irrevocable bank guarantee equivalent to EMD Value shall be drawn favoring Tamil Nadu Industrial Development Corporation Limited shall be furnished from a Nationalized / Scheduled Bank payable in Chennai for a period of one year. **The details of the bank account of TIDCO for payment of Bid Security are below:**

Beneficiary Name	Tamilnadu Industrial Development Corporation Ltd
Name of the Bank	Indian Bank
Address of the Bank	No. 26, Ethiraj Salai, Egmore, Chennai 105
Branch	Ethiraj Salai
Account No.	422162951
Type of Account	Current Account
IFSC / RTGS Code	IDIB000C032

2.5 The Schedule of bidding process for Leasing of the Vacant Plot in Fintech City is as follows:

Tender Documents download by Bidders	05.01.2024 to 06.02.2024 up to 3.00 PM
Last Date of Receipt of Pre-Bid Queries	18.01.2024 up to 5.00 P.M
Date of Pre-Bid Meeting	19.01.2024 at 03.00 P.M
Last Date & Time of Submission of Bids	06.02.2024 up to 3.00 P.M
Date & Time of Opening of Technical Bid	07.02.2024 at 3.30 P.M
Date & Time of Opening of Financial Bid and E-Auction date	Shall be notified separately to qualified bidders
Date & Time of Auction	Shall be notified separately to qualified bidders
Validity of Bids	180 days from Bid submission date



## 2.6 Schedule of Various Stages:

The Selected Bidder shall follow the following timelines for the payment of Lease premium and Lease Deed:

Stage of Activity	Time Period
Acceptance of LOA	Within 7 days from the Issuance of LOA
Signing of Lease Deed	Within 180 days from the LOA within which the Selected Bidder Shall pay full payment of the Lease Premium.
Instalment of Lease Premium	<ul style="list-style-type: none"><li>• 1<sup>st</sup> Instalment from 30 Days from LOA (10%)</li><li>• 2nd Instalment within 60 days from LOA (25%)</li><li>• 3rd Instalment within 180 days from LOA (Balance)</li></ul>
Handing Over of Site	<ul style="list-style-type: none"><li>• Within 30 days upon Signing of Lease deed</li></ul>
Start of Commercial operation/ Project completion period	<ul style="list-style-type: none"><li>• Shall Begin Commercial Operations on or before 5<sup>th</sup> Year of from Signing of Lease Deed</li></ul>
Lease Period	<ul style="list-style-type: none"><li>• LESSOR proposes to allot the plot on a long lease of 99 years in as much as it is felt that the characteristics and homogeneity of the Fintech City should not be altered with or tampered.</li></ul>
Extension of time for Signing of Lease deed	At the discretion of the TIDCO on the application by the successful bidder.

2.7 The Bidder may obtain further information/clarification, if any, in respect of tender documents from the office of General Manager (Projects), TIDCO–Tamil Nadu Industrial Development Corporation (TIDCO), III Floor, 19-A, Rukmini Lakshmi pathy Road, Egmore, Chennai - 600 008. During the course of pre-bid conference, the participants may seek clarifications and put suggestions for consideration. TIDCO shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by TIDCO. TIDCO's point of view/response to queries will be uploaded on its websites <https://tntenders.gov.in> / <https://tidco.com>. Individual communication shall not be issued to any Bidder. Pre Bid queries and any clarification with respect to tender can be forwarded to [cmd@tidco.com](mailto:cmd@tidco.com) and [bhuvaneswari@tidco.com](mailto:bhuvaneswari@tidco.com) and queries received after the scheduled date shall not be replied.

- 2.6 In case of any queries regarding this tender, please contact: General Manager (Projects), Tamil Nadu Industrial Development Corporation (TIDCO), III Floor, 19-A, Rukmini Lakshmi pathy Road, Egmore, Chennai - 600 008. Contact No: +91 44 2855 4029. Email: [bhuvaneswari@tidco.com](mailto:bhuvaneswari@tidco.com).
- 2.7 TIDCO reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against TIDCO for rejection of their bids.
- 2.8 The Bidders are advised to regularly check e-Procurement portal <https://tntenders.gov.in> for updates.
- 2.9 Bidders are expected to carry out an extensive survey of Land and analysis at their own cost, before submitting their respective bids for award of the Lease rights. TIDCO shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.10 The intending tenderers must be registered on e-Procurement portal <https://tntenders.gov.in>. Those who are not registered on the e-Procurement portal shall be required to get registered beforehand. After registration the tenderer will get user id and password. On logging in tenderer can participate in tendering process and can witness various activities of the process. Tender has to be submitted online through e-Procurement portal <https://tntenders.gov.in> only.
- 2.11 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid *class III* digital signature. The tender document can only be downloaded or uploaded using Class III digital signature of the authorized signatory.
- 2.12 In the interests of clarity and for the avoidance of doubts it is made clear that Bidders shall furnish all the details/particulars sought for, without exception. Similarly, all the payments mentioned in this tender document shall be made fully within the timeline specified. Any lapse, however slight, in adhering to the conditions specified will be construed by TIDCO as a valid ground to reject the bid in question.
- 2.13 In case of any grievances/complaints regarding this tender, please contact: Managing Director, Tamil Nadu Industrial Development Corporation (TIDCO), III Floor, 19-A, Rukmini Lakshmi pathy Road, Egmore, Chennai - 600 008.

## CHAPTER 3

### 3. ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1 The applicant shall be a Sole Bidder or a JV/Consortium should be a company incorporated under the companies act 1956/2013 or Similar legislation in case of foreign entities. The bidder may be
- Financial Service Providers / Financial Institutions
  - Banks / NBFC
  - Real Estate Funds / Property developers
  - Public & Semi-public Undertakings of State Govt. /or Central Govt.
  - Govt. Departments
- 3.2 The bids shall be submitted by the Bidder in two parts comprising of technical bid and financial bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the tender document. The financial bid of a Bidder who does not fulfil the eligibility criteria shall be summarily rejected.
- 3.3 The Bidders shall not have a conflict of interest that affects the bidding process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting bidding process if the constituent of one Bid is also a constituent of another Bid. The submission of this bid shall be deemed by TIDCO to be an express declaration by the Bidder that his bid does not suffer from any conflict of interest.
- 3.4 Undertaking for not being banned from Business as on date of Tender submission (Annexure-10)
- 3.4.1 TIDCO/any other Government organizations (100% owned by govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/ consortium) as on the date of tender submission.
- 3.4.2 Also, no contract of the tender executed in either individually or as a member in a JV/Consortium, should have been rescinded/terminated by TIDCO after award during last 3 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members.
- 3.4.3 The tenderer should submit undertaking to this effect in Annexure 10 of Tender document.
- 3.5 Undertaking for the Vacant Plot is Put to use Only for Fintech and Related Activities as on date of Tender submission (Annexure -11). The tenderer should submit undertaking to this effect in Annexure 11 of Tender document.

## CHAPTER 4

### 4. INSTRUCTIONS TO ONLINE TENDERERS

#### 4.1 General:

The procurements of goods and services of TIDCO will be done through e-procurement. This is implemented to ensure free & fair bid participation, and to ensure greater transparency in procurement. The Bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the E- procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal. More information useful for submitting online bids on the Portal may be obtained at <https://tntenders.gov.in> .

#### 4.2 Eligibility to participate in tender:

4.2.1 Tenders are open to all eligible Bidders. In order to submit the bid, the Bidders have to get themselves registered on-line on the portal (<https://tntenders.gov.in> ) with valid Class III Digital Signature Certificate (DSC) with signing key usage issued from any agency authorized by Controller of Certifying Authority(CCA), Govt of India with their profile.

4.2.2 The registration must be in the name of Bidder, whereas DSC holder may be either Bidder himself or authorized person.

4.2.3 Registration / Enrolment: To participate in e-tender all Bidders must enroll themselves with the E- procurement portal. Bidder shall apply through instructions on the website <https://tntenders.gov.in>

4.3 The Detailed online Registration Procedure is available in the Portal. <https://tntenders.gov.in> . Click on Bidders Manual Kit on the Home Page (Bottom Right Corner). Click and download S.No 3 Bidder Registration Manual. Follow the same procedure as indicated in the Manual. The Bidder shall submit the bids online in the system available at the e- procurement portal (<https://tntenders.gov.in>). The Bidder has to agree to the on-line user portal agreement. Then only, the system will permit the Bidder to proceed further in the system. The Bidder shall fill all mandatory fields indicated by an asterisk (\*). All documents indicated to be submitted in cover details are to be enclosed without fail. These documents are to be uploaded only in .pdf format.

#### 4.4 Searching for Tender Documents:

There are various search options built in the E-procurement Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the E- procurement Portal.

4.5 The Detailed online Bid Submission Procedure is available in the Portal. <https://tntenders.gov.in> . Click on Bidders Manual Kit on the Home Page (Bottom Right Corner). Click and download S.No 5 Two Cover Bid Submission. Follow the same procedure as indicated in the Manual.

4.5.1 The server time (which is displayed on the Bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.

4.5.2 Bidder should log into the site well in advance for bid submission to upload the bid on time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.

4.5.3 The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4.5.4 Bidder should submit the EMD as per the instructions specified in the tender document. The payment shall be paid through Bank Guarantee/NEFT to TIDCO as a Bid Security. The BG number is required to be filled in mandatory information

4.5.5 Upon the successful and timely submission of bids (i.e. after Clicking - Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

#### 4.6 General Instruction to Bidders:

The bid shall be furnished in the formats mentioned at Annexure 3. Bidder has to provide the details clearly for fulfilling eligibility criteria. The Tender documents shall be signed by the authorized signatory. The Bidder shall upload all requisite documents as per Tender document,

along with Tender documents (i.e NIT, Tender Document, Reply to pre-bid queries, Corrigendum/Addendum etc.)

4.7 The Bid shall be submitted by the Bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this tender document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in e-Procurement portal. Both the Technical Bid and Financial Bid shall be submitted by the Bidder, through E-Procurement portal only, by the same due date as mentioned in the Tender document. The offer of Bidder, who does not fulfil the eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating/providing that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided. The Bidder shall on or before the date and time given in the Notice of Invitation to Tender, upload scanned copies of following documents-

- 4.7.1 Bid Security - Scanned copy of BG is required to be filled and the same needs to be signed and uploaded along with technical bid. In case of NEFT/ RTGS, UTR details needs to be filled.
- 4.7.2 Annexure-2 Letter Comprising the Bid
- 4.7.3 Annexure-3 General information of the Bidder (Technical Eligibility)
- 4.7.4 Annexure-4 Power of Attorney of Bidder (Duly Notarized)
- 4.7.5 Annexure-5 Financial bid Form
- 4.7.6 Annexure-6 Consortium agreement/Memorandum of Understanding
- 4.7.7 Annexure-7 Affidavit
- 4.7.8 Annexure-8 Undertaking for responsibility.
- 4.7.9 Annexure-9 Undertaking for downloaded tender document.
- 4.7.10 Annexure-10 Undertaking for not being banned for business by any govt. Organization / PSU/ etc.
- 4.7.11 Annexure-11 Undertaking for Put to use only for Purpose of BFSI/Financial/Fintech and Related Activities.
- 4.7.12 Attested copies of Memorandum and Articles of Association in case of companies along with Company Incorporation certificate or bodies corporate along with certified copy of board resolution
- 4.7.13 Self-attested copies of the PAN Card and GST Registration Certificate or Equivalent Document (In Case of Foreign Entity). In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as exemption.

4.7.14 Copy of the complete Tender document including NIT and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

4.8 Financial Bid:

4.8.1 The bidder shall quote over & above the reserve price. The bidder may modify and resubmit the bid online, if he/she wishes so, before the bid submission date and time.

4.8.2 The system will accept only the last submitted bid. Bidder can find out the status of his tender online, anytime after opening the bids.

4.8.3 The bidder shall not rename the BoQ file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.

4.8.4 The bidder shall carefully quote in the Financial Bid. Incomplete quotes will lead to disqualification. The bidder quoting below the reserve price is summarily rejected.

4.8.5 Withdrawal of bid: The Bidder may withdraw a submitted bid before the closure of the bid submission date and time.

4.8.6 Note: Bidder shall quote the rate for commercial area only as indicated in BOQ file.

4.9 Auction: Subsequent to financial bid opening, Auction process shall start on the date & time notified to the qualified bidders.

4.10 The documents including this Tender document and all attached documents, provided by TIDCO shall remain and become the properties of TIDCO and are transmitted to the Bidders solely for the purpose of preparation and the submission of a bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and TIDCO shall not return to the Bidders any bid, document or any information provided along therewith.

4.11 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the bidding process. TIDCO shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

- 4.12 Site Visit: Bidders may carry out detailed survey / inspection of the Vacant Plot and necessary diligence before submission of bid
- 4.13 It shall be deemed that by submitting a Bid, the Bidder has:
- 4.13.1 Made a complete and careful examination of the bidding documents;
  - 4.13.2 Received all relevant information from TIDCO;
  - 4.13.3 Accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of TIDCO relating to any of the matters referred to in tender document;
  - 4.13.4 Satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the Lease Agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - 4.13.5 Acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the tender documents or ignorance of any of the matters here in above shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from TIDCO, or a ground for termination of the Lease Agreement by the Lessee;
  - 4.13.6 Acknowledged that it does not have a conflict of interest and Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.14 TIDCO shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tendering process, including any error or mistake therein or in any information or data given by TIDCO.
- 4.15 Verification and Disqualification: TIDCO reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender documents and the Bidder shall when so required by TIDCO, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by TIDCO shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of TIDCO there under. The Bidder may be asked to explain the rationality of the quoted rates.



#### 4.16 Amendment of Tender Document:

4.16.1 At any time prior to the Bid due date, TIDCO may, for any reason, modify the Tender document by the issuance of Addendum/ Corrigendum.

4.16.2 Any Addendum/ Corrigendum issued here under shall be uploaded on <https://tntenders.gov.in>

4.16.3 In order to provide the Bidders a reasonable time for taking an Addendum into account, or for any other reason, TIDCO may, in its sole discretion, extend the Bid Due Date.

4.16.4 The Bidders are requested to get in touch with <https://tntenders.gov.in> for all updates on the Tender Document such as addendum, replies to queries, postponement of Bid schedules, etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

#### 4.17 Preparation and Submission of Bids

4.17.1 Format and Signing of Bid: The Bidder shall provide all the information sought under this Tender document as per the format.

4.17.2 The all pages of technical Bid and attached documents shall be signed by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.

4.17.3 The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) in electronic format with digital signatures and after uploading the mandatory scanned copy of bank guarantee towards Bid Security/NEFT UTR Details (In case of Online Transfer) and other documents required in the Tender Document.

4.17.4 The Bidders have to produce such original documents as may be sought for by TIDCO. The failure of the Bidder or Lessee to furnish the said original documents will empower TIDCO to summarily reject their bid.

4.17.5 Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.

4.17.6 The Bidders should carefully note and ensure the following instructions:

4.17.6.1 That the complete Tender Document has been downloaded.

4.17.6.2 In case of any correction/addition/alteration/omission in the Tender

document as made available by TIDCO, is observed at any stage, the bid shall be treated as non-responsive and shall be summarily rejected.

- 4.18 Late Tenders: Tenders have to be uploaded on e-Procurement portal <https://tntenders.gov.in> before the due date and time of tender submission. Technical bid without scanned copy of Bank Guarantee/NEFT UTR Details towards EMD received after due date and time of submission of Bid shall not be accepted. The original hard copy of Bank Guarantee shall be submitted by the bidder on/after 5 days from date of opening of technical bid to TIDCO. Failure in Submission of Bank Guarantee may lead to disqualification and those Financial Bids will not be opened. TIDCO shall not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last-minute rush. TIDCO may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of TIDCO and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 4.19 Modification, Substitution and Withdrawal of Tenders: A tenderer may withdraw, substitute, or modify its tender before it has been submitted. No bid shall be modified or withdrawn by the Bidder after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender validity period would result in forfeiture of the EMD. In the event of withdrawal before tender submission date, the EMD shall be refunded without interest within 45 days from the date of receipt of withdrawal.
- 4.20 Surrendering of Lease even without taking possession of land shall lead to forfeiture of EMD and all other payments made by the successful Bidder/ Lessee. The successful Bidder/ Lessee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.
- 4.21 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TIDCO in relation to or matters arising out of or concerning the Bidding process. TIDCO shall treat all information, submitted as part of bid, in confidence and shall require all those who have access to such material to treat the same in confidence. TIDCO may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or TIDCO or as may be required by law or in connection with any legal process.

- 4.22 This Tender Application form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations, site visit and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Application Form before participating in the tender process.
- 4.23 Tamil Nadu Industrial Development Corporation makes 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 tender document. Information provided hereunder is only to the best of the knowledge of TIDCO. Applicants are required to read carefully the contents of this document & to provide the required information. Applicants may be single firms or may be members of a consortium.
- 4.24 It shall be noted that TIDCO will not discuss any aspect of the selection process. Applicants will be deemed to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by TIDCO and that TIDCO's decisions are without any right of appeal/litigation, whatsoever shall stand final. Applicants are advised that the selection process will be entirely at the discretion of Govt/TIDCO.
- 4.25 For any query from Applicants, TIDCO reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that TIDCO have not responded to any query or not provided any clarification. Applicants may clearly note the date and time of uploading of Tender. No late or delayed Tender will be accepted. However, TIDCO may ask for any supplementary information, if deemed so.
- 4.26 Bidders will not be considered if they make any false or misleading representations instatements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then TIDCO shall cancel the LOA. Further, the Applicant may be blacklisted for participation in any future Tender of TIDCO. In such a case TIDCO shall forfeit the EMD (if any) held with TIDCO.
- 4.27 No Bidder shall submit more than one Bid for Single Plot. Bidder can bid for Both the Plots. Any firm, which submits or participates in more than one Bid for Single plot the said tender shall be disqualified and shall also cause the disqualification of all the Consortium/JVs in which it is a Member.

- 4.28 Notwithstanding anything to the contrary contained in this tender document, the detailed terms will be given in the Lease Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.
- 4.29 The bid offer shall be valid for a period not less than 180 days from bid submission date.
- 4.30 The Bid Security/EMD shall also be forfeited:
- 4.30.1 If the Bidder withdraws his Bid at any stage after last date of submission of tender
- 4.30.2 If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids
- 4.30.3 Does not accept the correction of errors.
- 4.30.4 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, Undesirable practice or restrictive practice
- 4.30.5 If the Selected Bidder fails to make the payments within the time specified in this Tender document or any extension thereof granted by TIDCO; If the successful Tenderer refuses or neglects or fails within the specified time limit to:
- i. Sign and return the duplicate copy of LOA
  - ii. Pay the Lease Premium as scheduled in clause 2.6
- 4.31 The Bid and all communications in relation to or concerning the bidding documents and the Bid shall be made in English language.
- 4.32 Auction Process:
- Tender Cum Auction is a combination of Tender Followed by Auction (Forward Auction in our case). In tender cum Auction, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Forward Auction will be conducted amongst techno-commercially qualified / approved bidders after opening of Financial/Price Bids online. The Forward Auction will be normally initiated after opening of Price Bids. There will be no participation fees for Auction.
- Only such bidders who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Auction. After opening of the price (financial) bids and system displays H1 price automatically. Using this system provided price, which would be auction start price (can be changed, if required), tender inviting

authority will create Forward Auction and publish the same. The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.

Bidders shall login using their login ID & Password and then using DSC. Click on My Auctions button given in left side of page, to view Auction details for which Techno-Commercially qualified.

The bidders shall participate in auction as per the below mentioned procedure:

1. Click on the live Auction Button.
2. Click on the view button to participate in interested Auction. There is List of qualified Lots in which Bidder can participate against selected Auction.
3. Click on Hammer Icon to participate in the respective lot.
4. First Auction of Plot Number S 16 starts at specified time
5. On clicking Hammer Icon, system will show Start price, incremental price and Current price against lot. Current Price will appear as Blank in case no bidder has offered price.
6. Enter your Price in “My Auction Price” in multiples of incremental value up to Max Seal % value, and then sign it digitally by clicking on Sign Icon and click on submit button.
7. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
8. On clicking “Refresh” Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show highest amount which any Bidder would have quoted.
9. As per the configuration defined against the tender cum auction by the tender inviting authority, the system will not disclose the name of the H1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Forward auction process.
10. Auction Start / End date & time, Increment value, Max. seal %, Elapse time, Auto-Extension time and other parameters involved in auction shall be intimated to the qualified bidders after opening of financial bid.
11. Over all first plot’s Auction duration shall be 30 Minutes
12. Auto-Elapse time acts as a trigger for auto extension of auction. If a bidder quotes within 5 minutes (say) before the Auction End time i.e. Elapse time, the closing time

- of auction will be increased by 10 minutes (say) for other bidders to respond i.e. Auto-Extension time. If no bidder quotes within Elapse time, the auction will end once closing time is attained/reached. Bidders can't quote once the auction is closed.
13. After 30 Minutes from the closure of Auction of Plot Number S16, The Auction of Plot Number 15 would starts and the procedure would be similar as above.

**Any Information/Support Related to <https://tntenders.gov.in> portal**

**Please contact NIC Chennai Support during working hours**

**– 044 2490 8115 / [support.etender@nic.in](mailto:support.etender@nic.in)**

## CHAPTER-5

### 5. GENERAL TERMS AND CONDITIONS

5.1 For the Successful bidders the Instalment of Upfront Lease Premium as per following Schedule

5.1.1 1<sup>st</sup> Instalment from 30 Days from LOA (10%)

5.1.2 2<sup>nd</sup> Instalment within 60 days (25%)

5.1.3 3<sup>rd</sup> Instalment within 180 days (Balance)

5.2 Upon Successful Payment of the Entire Lease Premium, The Selected Bidder shall execute a lease deed with the Industries, Investment Promotion and Commerce department, Government of Tamil Nadu. In this case, the bidder

i. If bidder is a single entity, the Bidder shall hold and maintain 100% stake in the entity till the commercial operations of the facility. Such sole bidder shall further undertake to maintain a minimum equity stake of 51% in the entity for next 5 years from the date of commencement of commercial operations.

ii. If Bidder is a JV/ Consortium, the consortium members shall undertake to hold 100% of their respective entities on the date of signing of the Lease Deed and to maintain the same equity stake till the commercial operations of the facility. The consortium members shall further undertake to maintain a minimum equity stake of 51% in their respective entities for next 5 years from the date of commencement of commercial operations.

5.3 In case, the selected bidder is forming a Special Purpose vehicle (SPV) specifically for execution of the project, the lease deed shall be executed with the SPV company formed under the Indian Companies Act 2013. In case of SPV,

i. If bidder is a single entity, the Bidder shall hold a minimum of 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility. Such sole bidder shall further undertake to maintain a minimum equity stake of 51% in SPV for next 5 years from the date of commencement of commercial operations.

ii. If Bidder is a JV/ Consortium, the consortium members together undertake to hold 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility. The consortium members together shall further undertake to maintain a minimum equity stake of 51% in the SPV for next 5 years from the date of commencement of commercial operations.

5.4 Development Completion period

Shall Begin Commercial Operations on or before 5<sup>th</sup> Year of Date of Signing of Lease Deed. Provided, after the expiry of 5 years, Development/Completion period may be extent only on the application by the successful bidder by Govt of TN/ TIDCO at its discretion. If no application of for extension of time is granted for the Development/Completion period, then by Government may issue show cause notice and on failure of the successful bidder/Lessee to rectify the defects, then the TIDCO may terminate the Lease Deed.

5.5 The tenderer to quote over & above of the reserve price of the Lease Premium per Acre in bid BOQ form only through e-Procurement portal.

5.6 Measurement of actual area: Actual area of Vacant Plot shall be computed as per the layout plan issued before the execution of lease deed. In case of difference of opinion as to the quantum of actual area, stand of TIDCO will be final and binding. The Lease amount can be Adjusted Proportionally based on the changes in measurement of land extent for the final payment Instalment.

5.7 Lease Deed can be executed only after receipt of full Payment of Lease Premium.

5.8 Within 30 days of Execution of Lease deed the takeover / handover notice shall be issued

5.9 The Successful Bidder/ Lessee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the Applicable Laws for operation of its business.

5.10 On completion of Tenure/ Termination of Lease, the Lessee shall hand over the premises on “as is where is” basis.

5.11 LESSEE shall obtain written consent from the LESSOR to grant a 'No Objection' certificate, to enable the LESSEE to mortgage its leasehold rights at any time after taking possession for obtaining financial assistance from Financial Institutions and banks for implementing the project in the allotted plot. The LESSEE shall not offer the allotted plot as a collateral security to avail loan for any other purposes/for sister concern etc. If found, Lease will be terminated, Forfeit the Up-front Lease amounts and the possession of lands shall be resumed under Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act, 1975 or under any Statute for the time being in force. Further Lessee shall be held solely responsible for any unauthorized loan.

5.12 Tenure of Lease Deed:

5.12.1 The LESSEE takes the property aforesaid on lease for a period of 99 (ninety-nine) years, AND the LESSEE also agrees to strictly abide by the conditions stipulated in the Lease Deed and also the terms and conditions of LOA.



- 5.12.2 The LESSOR, at the request and cost of the LESSEE at the end of the said term of 99 years may execute a new lease of the schedule mentioned plot by way of renewal for a similar period of 99 years on such covenants and provisions as may be mutually agreed to or as per the prevailing policy.
- 5.12.3 At the end of the Lease period or sooner determination of this Agreement for any reason whatsoever all rights given under this Lease Agreement shall cease to have effect and Land along with the assets shall revert to LESSOR. No claim, compensation or damages shall be entertained by LESSOR on this account.
- 5.12.4 The Lessee shall have an option to exit/ Transfer from the Lease Agreement only after 5th year of Commercial Operation.
- 5.12.5 Sub Lease
1. The Lessee shall inform Govt of TN/ TIDCO in writing with all particulars before subleasing the built-up area to any third Party. The LESSEE shall not require any permission or approval from TIDCO for sub-Leasing the built-up area to any third party for the purpose of development in accordance with the Tender Conditions and for carrying on business operations within the Land.
  2. Subleasing of Land is not Permitted
- 5.13 Payment of Statutory Dues & Utility Charges
- 5.13.1 All statutory taxes, statutory dues, local levies, etc. as applicable shall be charged extra and will have to be remitted along with the Lease Premium for onward remittance to the Government. The Lessee shall indemnify TIDCO from any claims that may arise from the statutory authorities in connection with this Lease Agreement.
- 5.13.2 Payment of stamp duty on agreement/Deed, if any, to be executed in pursuance of this Bid shall be borne solely by the Lessee.
- 5.13.3 Utility bills such as electricity, etc. for the Vacant Plots, which will be received in the name of Lessee, has to be paid by the Lessee directly to Statutory Authority.
- 5.14 Infrastructure facilities such as electricity, water, sewage disposal facilities and other facilities as available, the prospective bidders can use the facility by connecting at the tapping point. Tapping Point will be Provided to each Plots Separately.

- 5.15 It is proposed to establish a District Cooling System (DCS) a centralized cooling system that provides chilled water for air conditioning and other cooling purposes to multiple buildings or facilities in Fintech city. In this case, Lessee shall utilize the DCS for energy savings.
- 5.16 Maintenance: Maintenance of Vacant Plot shall be carried out by the Lessee/TIDCO Charges for the Maintenance of the Common Infrastructure and Other facilities shall be Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned.
- 5.17 Insurance: The LESSEE shall insure all the fixed assets in the Vacant plots and renew the insurance periodically.
- 5.18 The LESSEE shall keep the LESSOR indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and installations by the LESSEE. The LESSEE shall also keep the LESSOR indemnified against all payments whatsoever which, during the progress of work, may become payable or be demanded by the Local Authority in respect of the said works, or of anything done under the authority herein contained.
- 5.19 During the period of lease, the LESSEE at their expense will keep the buildings, premises and other structures clean, free from defect and in good condition.
- 5.20 The LESSEE shall implement and conform to the various conditions in relation to the allotted plot at all times.
- 5.21 The LESSOR reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the LESSEE is in non-compliance of the terms and conditions of the lease deed including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.
- 5.22 The LESSEE shall comply with the conditions applicable to it, in the Environmental Clearance/Approvals/NOC obtained from the respective Competent Authorities by the LESSOR from time to time.

## **CHAPTER 6**

### **6. EVALUATION OF BIDS**

#### 6.1 Tender Opening:

- 6.1.1 The tenders shall be opened online by the opening committee comprising of members as per the delegation of powers decided by TIDCO on due date and time of tender opening. No Bidder shall have the right to challenge the decision of the Committee.
- 6.1.2 All bids will be evaluated and compared based on the substantial responsiveness to the technical specification and financial conditions set out in the bidding documents and fully conforming to the terms and conditions.
- 6.1.3 On opening of the Bid, TIDCO will first check Bid Security submitted in form of Bank Guarantee by cross verifying with the soft copy submitted and UTR transfer details will be Verified in case of Online Transfer. Technical package of those tenderers who have not submitted valid bid security shall be considered as non-responsive and liable to be rejected and shall not be further evaluated. Tender which is accompanied by an unacceptable or fraudulent tender security/EMD shall be considered as non – compliant and shall be rejected. If nominated date for opening of Tender is subsequently declared as a Public Holiday by the TIDCO, the next official working day shall be deemed as the date of opening of Technical bid
- 6.1.4 TIDCO will examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Technical criteria indicated in the Tender Documents.
- 6.1.5 The Technical-Bids shall be evaluated based on the information furnished by Bidders. To facilitate evaluation of Bids, TIDCO may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 6.1.6 After evaluation of Technical Bids, only eligible Bidders who have participated in the tender will be informed regarding the acceptance of their technical proposal. Thereafter, a system generated e-mail confirmation will be sent to the successful Bidder communicating the date and time of opening of financial bid.

#### 6.2 Evaluation of Financial Proposals:

- 6.2.1 The price-bid of the successful Bidders (qualified in technical bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).

- 6.2.2 The bidder quoting below the reserve price will be summarily rejected. In case of differences arising in the terms and conditions of the tender documents, the decision of TIDCO shall prevail.
- 6.2.3 The system will generate a comparative statement.
- 6.2.4 Subsequent to opening of financial bid, auction process shall start on the date and time as intimated to the qualified bidders. The start price of the auction will be the price offered by H1 bidder in the financial bid. The final H1 bidder will be declared after completion of auction.
- 6.2.5 To facilitate evaluation of Bids, TIDCO may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 6.2.6 If the submitted documents do not meet the tender requirements, then the Financial Bid of the said Bidder shall not be considered for evaluation.
- 6.2.7 While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, TIDCO and/ or their employees/representatives on matters related to the bids under consideration. However, when TIDCO calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
- 6.2.8 The Bidder who is technically eligible and quotes the highest amount of Lease Premium per Acre (i.e H1) for the Vacant Plot may be considered as auction start price for e-Forward Auction, after assessment by TIDCO. The bidder quoting below the reserve price is summarily rejected.
- 6.2.9 After evaluation of bids i.e. technical & financial bid, TIDCO will decide whether to conduct e-Forward auction or re-sorted through normal e-tender without forward auction. In case of forward auction, intimation would be published in e-procurement portal to bidders in advance and bidders can participate in the auction online via e-procurement portal.
- 6.2.10 In case of number of techno-commercially qualified bidders are more than one, the e-Forward auction will be conducted. In case the number of techno-commercially qualified bidders is single, tendering process will be through normal e-Procurement mode.

### 6.3 E-Forward Auction:

E-Auction will be done as Live auction mode through the portal as per scheduled date and time. The start price of the auction will be the price offered by H1 bidder in the financial bid. The final H1 bidder will be declared after completion of auction process.

- 6.3.1 Tender Cum Auction is a combination of Tender Followed by Auction (Forward Auction). It is also called as eFA.
- 6.3.2 In eFA, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Forward Auction as the case may be, will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online. The Forward Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 6.3.3 Only such bidders who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Forward Auction.
- 6.3.4 After opening of the price (financial) bids, system displays H1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price (can be changed, if required), procuring entity will create Forward Auction and publish the same.
- 6.3.5 The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.
- 6.3.6 Procedure for submission of bids by the bidders during e-Forward auction
- 6.3.7 Terms and conditions for Forward Auction are as follows:
- Forward Auction will be initiated after opening of price bids. The schedule of Forward Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
  - Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Forward process.
  - Bidders are advised to read the 'Forward Auction terms and conditions' details of Forward Auction event carefully, before auction event.
  - Forward Auction would be held in Item wise/ Lot wise.
  - The 'Starting price' i.e. Start price is the H1 of Respective plots and bid increment price for Forward Auction will be decided by the Tender Inviting Authority.

- The bidding direction in case of Forward Auction is upward.
- In case of Forward Auction, in order to displace a standing highest bid and to become “H1”, a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %.
- For ex: Current price :- INR. 35 Cr/Acre ; Incremental value :- INR. 25 Lakh/Acre
- System Defined Maximum Seal % :- 50
- In this case a bidder can quote minimum increment amount as  $\text{INR } 35 + 0.25 = \text{INR. } 35.25 \text{ Cr/ Acre}$  and maximum increment amount as  $35 + 17.5 = \text{INR } 52.75 \text{ Cr/Acre}$ .
- This continues as an iterative process.
- The system will not disclose the name of the H1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Forward auction process.
- There shall be no communication regarding Price between the Tender inviting Authority and bidders and among bidders during auction.
- Bidders can only see the highest bid during Forward auction. At no point of time no bidder will be able to see the name of other bidders or the prices of bidders other than the highest bid.
- After the completion of the online forward auction, all bidders who have participated in Forward shall see the H1 price in Auction and further processing will be done by Tender Inviting Authority.
- In case of no participation by techno-commercially qualified bidders in Forward Auction, the Tender price bids received during tender will be processed.
- Any variation between the final bid value during E-Forward Auction and that in the confirmatory letter forwarded will be advised to re-work and submit.
- Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- All electronic bids submitted during the Forward Auction process shall be legally

binding on the bidder.

- The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- If a bidder does not submit bid in the Forward Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (H1, H2 etc) shall be evaluated considering either the bid price submitted in Forward Auction, or the price quoted in the price bid, whichever is higher.
- In case of disruption of service at the service provider's end while the Forward Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

6.3.8 Post auction procedure: The Tender Inviting Authority will proceed with the Highest Bid in the Forward Auction for further processing.

6.3.9 Schedule for Forward Auction: The Forward Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.

6.3.10 Auction extension time: If a bidder places a bid in the last 5 minutes of closing of the Forward Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted as the highest bid. If the bid does not get accepted as the highest bid, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Forward Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down,

power failure, etc.

- 6.3.11 Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender
- 6.3.12 Validity of bids: Price shall be valid for a period of defined number of months from the date of forward auction. These shall not be subjected to any change whatsoever.
- 6.3.13 Bidders' bid will be taken as an offer to execute the work (or to award for Leasing of Vacant plot) . Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions
- 6.3.14 The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.
- 6.3.15 The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Forward Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 6.3.16 The Tender Inviting Authority reserves the right to suspend or pause the forward auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.
- 6.3.17 The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.
- 6.3.18 Failure of power or loss of connectivity at the premises of bidders during the Forward Auction cannot be the cause for not participating in forward auction. On account of this, the time for the auction cannot be extended and the organization is not responsible for such eventualities.
- 6.3.19 Other terms and conditions shall be as per tender.
- 6.3.20 Bidder shall not divulge Bids or any other exclusive details of the organization to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organization.
- 6.3.21 Tender price bid(s) means the price bid(s) received during tendering for the



items/work/services.

6.3.22 Auction closing price bid means the highest online price bid received after the completion of Forward Auction.

6.3.23 The Bidder who auctioned the highest amount of Lease Premium per Acre (i.e H1) may be considered for Leasing of Plots of Fintech City, after assessment by TIDCO.

6.4 **Bid Variable:** The Bidder shall quote the Amount of Lease Premium INR/Acre for Leasing of Vacant Plot. If there is a discrepancy between words and figures, the amount in words shall be considered for evaluation.

6.5 **Letter of Acceptance (LOA)** shall be issued, in duplicate, by TIDCO to the successful Bidder and the successful Bidder shall, within seven days of the receipt of the LOA, shall duly signed with stamp as a token of unconditional acceptance and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, appropriate the Interest free Bid Security of such Bidder as damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

6.6 After acknowledgement of the LOA and Lease Premium as mentioned in clause 2.6, the Selected Bidder shall execute the Lease Agreement/Deed within the period prescribed in Tender document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement/Deed. Failing which Appropriate Security will be forfeited.

6.7 In case of failure on the part of successful Bidder to sign the Lease Agreement/Deed within the stipulated time, the TIDCO shall retain the right to cancel the LOA and forfeit the Bidder's bid security (EMD) and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

6.8 Notwithstanding anything contained in this Bid document, TIDCO reserves the right to accept or reject any Bid offer and to annul the bidding process and reject all Bid offers, at anytime without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that TIDCO rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder. TIDCO reserves the right not to return or disclose any documents that are submitted along with this tender.

## **CHAPTER 7**

### **7. FRAUD AND CORRUPT PRACTICES**

7.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during bidding process and subsequent to issue of LOA and during subsistence of Lease Agreement and Lease Deed as the case may be. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, TIDCO may reject a Bid, withdraw the LOA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, TIDCO shall be entitled to forfeit & appropriate Bid Security or Security deposit, as the case may be, as damages, without prejudice to any other right or remedy available to TIDCO under Bidding Documents and/ or Lease Agreement, or Lease Deed or as the case may be

7.2 Without prejudice to the rights of TIDCO and the rights and remedies which TIDCO may have under the LOA or the Lease Agreement, or otherwise if a Bidder or Lessee, 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 Bidding process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender issued by TIDCO for a period of 3 (three) years from the date such Bidder is found by TIDCO to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

7.3.1 Corrupt practice means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with bidding process.

7.3.2 Fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

7.3.3 Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

7.3.4 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 bidding process; or (ii) having a Conflict of Interest; and

7.3.5 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 bidding process.

7.4 TIDCO reserves the right to reject any Bid and appropriate the Bid Security if:

7.4.1 At anytime, a material misrepresentation is made or uncovered, or

7.4.2 The Bidder does not provide, within the time specified by TIDCO, the supplemental information sought by TIDCO for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

7.5 In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by TIDCO, that one or more of the eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender document, be liable to be terminated, by a communication in writing by TIDCO to the Selected Bidder or the Lessee, as the case may be, without TIDCO being liable in any manner whatsoever to the Selected Bidder or Lessee. In such an event, TIDCO shall be entitled to forfeit and appropriate the Bid Security or Security deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to TIDCO under the Bidding Documents and/ or the Lease Agreement, or otherwise.

## CHAPTER 8

### 8. MISCELLANEOUS

8.1 The bidding 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 bidding process. Dispute of any nature would not be entertained by TIDCO with regard to the bid process or selection of the Lessee. Even in cases where TIDCO asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful Bidder and TIDCO shall be settled as per the dispute resolution procedure will be elaborated in the Lease deed. The courts at Chennai shall have the sole & exclusive jurisdiction to try all the cases arising out of Lease Deed.

8.2 TIDCO, in its sole discretion and without incurring any obligation or liability, reserves the right, at anytime, to;

- Suspend and/ or cancel the Bidding process and/ or amend and/ or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
- Consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to TIDCO by, on behalf of, and/or in relation to any Bidder; and/ or
- 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.

8.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases TIDCO, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

8.4 The Tender documents and Lease Agreement & Deed are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this document, in the event of any conflict between them, the priority shall be in the following order:

- a) Lease Deed
- b) Tender Documents

## ANNEXURE - 1

### DETAILS OF THE PROPERTY

Site Location in the Fintech City layout (South Phase) at Nandambakkam, Chennai

VACANT PLOT

S16 – 1.5 Acre

S15 – 1.5 Acre



## **ANNEXURE - 2**

### **LETTER COMPRISING THE BID**

(On Official letterhead of the Bidder)

NIT No: TCA/Fintech/2024/01

Managing Director

Tamil Nadu Industrial Development Corporation (TIDCO),

III Floor, 19-A, Rukmini Lakshmiopathy Road,

Egmore, Chennai - 600 008

#### **Sub: Tender for Leasing Rights of Vacant Plot at Fintech City**

Sir,

With reference to the above subject, I/we, having examined the bidding documents and understood their contents, hereby submit my/our Bid for the aforesaid Leasing of Vacant Plots as described in Annexure 1 on Upfront Lease Premium basis. The Bid is unconditional and unqualified.

- 1) I/ We acknowledge that TIDCO shall be relying on the information provided in the bid and the documents accompanying the bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to TIDCO any additional information it may find necessary or require to supplement or authenticate the bid.
- 3) I/ We acknowledge the right of TIDCO to reject our bid without assigning any reason or otherwise and here by waive our right to challenge the same on any account whatsoever.
- 4) I/We declare that:
  - a) I/ We have examined and have no reservations to the bidding documents, including Addendum/Corrigendum, if any, issued by TIDCO; and
  - b) I/ We do not have any conflict of interest in accordance with provisions of the tender document; and
  - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any bid or request for proposal issued by or any agreement entered into with TIDCO; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 5) The undertakings given by me/us along with the application in response to the tender for the above subject were true and correct as on the date of making the tender application and are also true and correct as on the bid due date and I/we shall continue to abide by them.
- 6) I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
- 7) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by TIDCO in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above-mentioned subject Lease deed and the terms and implementation thereof.
- 8) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into Lease Agreements in accordance with the drafts that provided to me/ us prior to the Letter of Award. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 9) I/ We have studied all the bidding documents carefully and also surveyed the TIDCO Vacant Plot. We understand that except to the extent as expressly set-forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by TIDCO or in respect of any matter arising out of or relating to the Bidding process including the award of Lease Agreements.
- 10) I/ We offer due Interest free EMD to TIDCO in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender document, have been submitted in a separate envelope and marked as–Enclosures of the Bid.
- 11) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Leasing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
- 12) The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender document, addendum /corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

- 13) I/We agree and undertake to abide by all the terms and conditions of the tender document.
- 14) I/We agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Deed for the Lease period in accordance with the Agreement. To comply with all applicable laws, regulations including labour laws and indemnify TIDCO fully against any issues arising out of noncompliance of applicable laws.
- 15) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender website.
- 16) The EMD Bank Guarantee scanned copies are being enclosed as per the following details:

Sl. No	B.G No.	Bank/DATE	AMOUNT

Or

The EMD online NEFT Transfer being enclosed as per the following details:

Sl. No	UTR No.	Bank/DATE	AMOUNT

- 17) I/ We hereby submit bid documents i.e. Tender Documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
- 18) I/We declare that the uploaded Tender documents are same as available on <https://tntenders.gov.in>). I / We have not made any modification / corrections /additions etc. in the Tender documents. I /We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Tender documents. In case at any stage, it is found that there is any difference in the downloaded Tender documents from the original Tender Documents available at TIDCO's website/ TN Tender's Website, TIDCO shall have the absolute right to reject my/ our bid or terminate the Lease deed after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of bid/Lease Agreement



In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender document.

Yours

**(Signature, name and designation of the Authorized signatory)**

**Name and seal of Bidder/Lead Member**

**Date: Place:**

## ANNEXURE - 3

### TECHNICAL ELIGIBILITY GENERAL INFORMATION OF THE BIDDER

(On official letter head of the company)

1.
  - a) Name
  - b) Address of the corporate headquarters:
  - c) Address of its branch office(s) in India:
  - d) PAN & GST details (Copy to be attached):

2.

Details of individual(s) who shall serve as the point of contact/communication for TIDCO within the Company:

- a) Name
- b) Designation
- c) Company
- d) Address
- e) Telephone Number
- f) E-Mail
- g) Address

3. In case of Consortium/JV:

- a) The information above (1&2) shall be provided for all the members of the consortium.
- b) Information regarding role of each member:

Sl. No.	Name of the Member	Role/Proportion of Share in the project*
1		
2		
3		

*\*Specify whether Lead Member/Ordinary Member*

Signature

(Name of the Authorized Signatory)

For and on behalf of (Name of the Bidder)

Designation Place:

Date:

## ANNEXURE - 4

### POWER OF ATTORNEY OF BIDDER (DULY NOTARIZED)

Know all men by these presents, We (name of the bidder firm) having our registered office at (address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.

(name) son/daughter of Shri \_\_\_\_\_ and presently residing at (residential address) 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 our Bid, including but not limited to signing and submission of all applications, bids and other documents / writings, participate in bidding process and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND We hereby agree to have deemed ratified all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address) of the Attorney

For Accepted Note:

1. 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.
2. It should be on non-judicial stamp paper of Rs.100/-at least duly notarized with supported by copy of Board Resolution passed for this purpose only in case of company.

## **ANNEXURE - 5**

### **FINANCIAL BID FORMAT**

(Available at <https://tntenders.gov.in>)

**(To be submitted by the Bidder through Portal Only)**

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.

**ANNEXURE - 6**

**CONSORTIUM AGREEMENT/MEMORANDUM OF UNDERSTANDING**

This Consortium Agreement/Memorandum of Agreement is executed at ----- on this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

BETWEEN

Mr. R/o OR M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_ acting through its duly authorized by a resolution of the Board of Directors dated \_\_ (here in after referred to as the Lead Member ‘which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

Mr. R/o OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and \_\_\_\_\_, acting through its duly authorized Representative by a resolution of the Board of Directors dated \_\_, (hereinafter referred to as the (Participant Member‘) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECONDPART

AND

Mr. R/o OR M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956/2013 and having its Registered Office at \_\_\_\_\_ and acting through its Registered Office at \_\_\_\_\_ duly authorized representative by a resolution of the Board of Directors dated (herein after referred to as the (Participant Member‘) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Tamil Nadu Industrial Development Corporation (hereinafter referred to as TIDCO) has invited Bids for the –Leasing of Vacant Plot at Fintech City in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by TIDCO for participating in the bid by the Consortium for which the Bid has been floated by TIDCO.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT THEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for –Leasing of Vacant Plot at Fintech City in terms of the Bid invited by Tamil Nadu Industrial Development Corporation.,(TIDCO).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by TIDCO for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid –Vacant Plot in case the Consortium turns out to be the successful Bidder in the bid being invited by TIDCO for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the bid for the said Bid process for–Leasing of Vacant Plot.
4. That the Consortium have agreed to nominate any one of, and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That in case to meet the requirements of bid documents or any other stipulations of TIDCO, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
6. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/ Memorandum of Agreement by the members of the Consortium

does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

7. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of TIDCO.

IN FAITH AND TESTIMONY WHERE OF THE PARTIES HERE TO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

*Enclosure: Board resolution of each of the Consortium Members authorizing:*

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Signature, name and designation of the Authorised signatory  
Name and seal of Lead Member

Signature, name and designation of the Authorised signatory  
Name and seal of Consortium Member 1

Signature, name and designation of the Authorised signatory  
Name and seal of Consortium Member 2

Date:

Place:

**ANNEXURE - 7**

**AFFIDAVIT**

(To be given separately by each bidder and every consortium member of the Bidder on Stamp Paper of Rs. 100)

I, ----- (insert designation) S/o. -----, resident of -----the of the (insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as follows:

- 1) I say that I am the authorised signatory of (insert name of company/ consortium member) (herein after referred to as Bidder/ Consortium Member) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose to this Affidavit on behalf of the Bidder/ Consortium Member.
- 2) I say that I have submitted information with respect to our eligibility for TIDCO Tender for Leasing of Vacant Plot(hereinafter referred to as Vacant Plot) I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by TIDCO to verify our credentials/information provided by us under this Bid and as may be deemed necessary by TIDCO.
- 4) I say that if any point of time including the Lease period, in case TIDCO requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of TIDCO.
- 5) I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6) I state that all the terms and conditions of the Tender document have been duly complied with.

DEPONENT



VERIFICATION:-

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at \_\_\_\_\_(place), on this the \_\_\_\_\_day of 2024.

DEPONENT

## ANNEXURE - 8

### UNDERTAKING OF RESPONSIBILITY

On Rs. 100/-stamp paper duly notarized.

As a Lead Member of the consortium of companies – namely (Complete name with address) jointly & severally undertake the responsibility in regards to the Lease Agreement with TIDCO in respect of Leasing of Vacant Plots:-

- 1) That, we solely undertake that (Name of the Company/consortium member) shall conduct all transactions/ correspondences and any other activity in connection with Lease Agreement pertaining to Vacant Plot.
- 2) That, all consortium members are jointly or severally responsible for all commitments/liabilities/dues etc to TIDCO.
- 3) That, we further confirm that, the stake holding of Lead Member-(Name of the company/consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties till the 5 Years from the commencement of Commercial Operation.
- 4) We also confirm that our consortium was made on \_\_\_\_\_(Date) for seeking, Leasing rights of Vacant Plot and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/CEO of all consortium members to sign on undertaking with witnessing natures)

Witness      1 \_\_\_\_\_

**ANNEXURE - 9**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

(On official letter head of the company)

We hereby confirm that, we have downloaded/ read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on <https://tntenders.gov.in> . We confirm that we have gone through the Tender documents, addendum and clarifications for this work placed up to the date of opening of bids on the website <https://tntenders.gov.in> . We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender document. Lease deed to be entered with Industries, Investment promotion & Commerce Department, GoTN.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

## **ANNEXURE - 10**

### **UNDERTAKING FOR NOT BEING BANNED**

### **FOR BUSINESS BY ANY GOVT. ORGANISATION / PSU /ETC.**

(On official letterhead of the company)

I/We hereby declare, confirm and undertake that:

-As on date of Tender submission (i) TIDCO/MOUD/Tamil Nadu - Govt. has not banned business with me/us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce).

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

---

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.

## ANNEXURE - 11

### UNDERTAKING FOR USAGE OF SPECIFIC PURPOSE.

(To be given separately by each bidder and every consortium member of the Bidder on Stamp Paper of Rs. 100)

I/We here by declare, confirm and undertake that the Development Project in the Vacant Plot shall be developed as per prevalent Rules / Regulation and Put to use for the Specific usage as stated as follows.

- Financial Services Company
- Support services provided to its Financial services group
- Banks, NBFC's, HFC'S, Financial Institutions, Fund Houses, AIF's,
- Insurance Companies
- Financial Entities regulated by SEBI, RBI, IRDA, PFRDA
- All Financial/Financial Service/Fintech Product Development Related IT/ITES Companies including but not limited to following

Category	Products/ Platforms/ Services	Technologies
Payments, Clearing & Settlement	<ul style="list-style-type: none"> <li>• Mobile and Web Based Payments</li> <li>• Digital Currencies</li> <li>• Crowd Funding</li> <li>• Peer to Peer Lending</li> </ul>	<ul style="list-style-type: none"> <li>• Data Science</li> <li>• Big Data</li> <li>• Artificial Intelligence &amp; Robotics/Machine Learning</li> <li>• Security &amp; Authentication - Cybersecurity</li> <li>• Biometrics</li> <li>• Block Chain</li> <li>• Cloud Computing</li> <li>• Internet of Things</li> <li>• Mobile POS</li> <li>• NFC/RFID</li> <li>• Augmented Reality/Virtual Reality</li> </ul>
Deposits, Lending & Capital raising	<ul style="list-style-type: none"> <li>• Smart Contracts/Trade Finance</li> <li>• Cloud Computing</li> <li>• e-Trading</li> </ul>	
Market Provisioning	<ul style="list-style-type: none"> <li>• Credit Rating</li> <li>• e-KYC</li> <li>• Asset Management</li> </ul>	
Investment Management	<ul style="list-style-type: none"> <li>• Equity and Debt Research</li> <li>• Custody , Trusteeship and Settlement</li> </ul>	
Data Analytics & Risk Management	<ul style="list-style-type: none"> <li>• Marketplace</li> <li>• Online Broking</li> </ul>	
Exchanges and Markets	<ul style="list-style-type: none"> <li>• Insurance/Policy &amp; Claims Management</li> <li>• Neo/Digital Banking</li> </ul>	
Insurance	<ul style="list-style-type: none"> <li>• Underwriting Services</li> <li>• Regulatory Services-AML, Transaction Monitoring</li> </ul>	
Global Capability Centers/ IT & ITeS	<ul style="list-style-type: none"> <li>• Payment Gateways</li> <li>• White Label Software</li> <li>• APIs</li> <li>• Remittances</li> </ul>	

I, do hereby undertake that if the land/ and premises is found to be used for any other purposes other than those that are specified above, then the Lessor shall terminate the Lease Deeds, forfeit the up-front lease amounts and the possession of lands shall be resumed under Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act, 1975 or under any Statute for the time being in force.

STAMP&SIGNATURE OF AUTHORISED SIGNATORY

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Place:

Date:

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.