



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

**SELECTION OF CONSULTANT**

**FOR**

**TECHNO ECONOMIC VIABILITY STUDY AND TRANSACTION  
ADVISORY SERVICES FOR THE DEVELOPMENT OF DISTRICT  
COOLING SYSTEM (DCS) AT FINTECH CITY IN NANDAMBAKKAM,  
CHENNAI**

**REQUEST FOR PROPOSAL**

**Tender Ref no: TIDCO/FINTECH/DCS/2024**

**January, 2024**

**Managing Director  
Tamil Nadu Industrial Development Corporation Limited  
19-A, Rukmini Lakshmipathi Salai Egmore, Chennai –600 008  
Phone: 044-2855 4029**

## **Disclaimer**

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

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

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

**E-TENDERING-INSTRUCTIONS TO BIDDERS FOR ONLINE SUBMISSION:**

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

**SECTION 1.**  
**LETTER OF INVITATION**

.01.2024

Sir,

Sub: RFP for Selection of Consultant for Techno Economic Viability Study and Transaction Advisory Services for the development of District Cooling System (DCS) at Fintech City in Nandambakkam, Chennai

Tamil Nadu Industrial Development Corporation Limited (TIDCO), a Government of Tamil Nadu enterprises intend to select a Consultant for Techno Economic Viability Study and Transaction Advisory for the development of District Cooling System (DCS) at the Fintech City in Nandambakkam, Chennai. In this context, TIDCO invites proposals from interested consultants to undertake the above said consultancy work.

Interested consultants can download the Request For Proposal (RFP) from the website <https://tidco.com> // <https://tntenders.gov.in> and to submit the bids duly completed as per this RFP on or before 3.00 PM on 22.02.2024, through <https://tntenders.gov.in> .

Thanking You,

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

## **SECTION 2. DATA SHEET**

### **Name of the Assignment:**

*Request for Proposal for the selection of Consultant for Techno Economic Viability Study and Transaction Advisory Services for the development of District Cooling System (DCS) at Fintech City in Nandambakkam, Chennai (the "Assignment")*

2.1 The name, address and telephone numbers of TIDCO's official is R. Bhuvanewari, General Manger, Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmi pathi Salai, Egmore, Chennai – 600 008; Phone: 044- 2855 4029; Fax: 044-2855 3729; E-mail: bhuvanewari@tidco.com; cmd@tidco.com

2.2 Clarifications requested will be given during the Pre-Bid meeting and / or will be uploaded in <https://tntenders.gov.in> / <https://tidco.com> portal.

The timetable for the Bidding process is given below:

<b>Milestone</b>	<b>Date</b>
Issue of Advertisement	<b>25.01.2024</b>
Last date for receipt of request for clarifications to be given at the pre bid meeting.	<b>05.02.2024</b> The queries should be sent by email to the following email address: cmd@tidco.com, bhuvanewari@tidco.com, the queries should be sent in Microsoft word or MS Excel format only
Pre-Bid meeting	<b>3:00 PM on 06.02.2024</b> at the office of TIDCO, Chennai, 600008/Virtual Bidders who wish to attend the pre bid meeting online are requested to send an email for the meeting link
Last date for submission of bid (online)	<b>3:00 PM on 22.02.2024</b>
Technical bid Opening Date	<b>23.02.2024 at 3:30 PM</b>

2.3 Proposals should be submitted in English language

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

2.5 Proposal must be uploaded through <https://tntenders.gov.in> on or before 22.02.2024 at 3:00 PM.

### **SECTION 3.**

#### **INSTRUCTIONS TO BIDDERS**

##### **1. GENERAL**

- 1.1 The bidder/consultant, for participation in the selection process, may be a single entity or a group of entities (a "Consortium" where the number of members in a consortium shall not exceed 3 (three)), coming together to execute the assignment. The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and for signing of a contract with the selected firms.
- 1.2 TIDCO will select a bidder for Techno Economic Viability Study and Transaction Advisory Services for the development of District Cooling System (DCS) at Fintech City in Nandambakkam, Chennai among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the Request for Proposal (RFP).
- 1.3 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the project and on the local conditions, bidders may visit TIDCO/ project site before submitting a Proposal. The bidders may contact the official named in the Data Sheet to obtain any relevant / additional information on the project.
- 1.4 Please note that the costs of preparing the proposal including a visit to the site are not reimbursable by TIDCO.
- 1.5 TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.
- 1.6 TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of any Force Majeure events that may be decided solely at the discretion of TIDCO
- 1.7 A Bid Security (EMD) for an amount of Rs. 1,00,000/- (Rupees one Lakh only) shall be paid by the Bidders only through online payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.
  - i. Bid Security shall be paid via (tntenders.gov.in) only.

- ii. Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.
- iii. Any Bid not accompanied by the Bid Security, but accompanied by an Exemption for paying Bid security (MSME or other applicable exemptions along with proofs) shall be verified before declaring as a responsive bidder.
- iv. The bank transaction details shall be submitted along with the proposal i.e. Technical Bid. Bids which are not accompanied with the scanned copy of bank transaction details of Bid Security will be rejected as Non-Responsive Tender
- v. Bid Security of the unsuccessful bidders shall be refunded through e-procurement portal.
- vi. The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.
- vii. If the tenderer withdraws their bid after issue of work order or after acceptance of work order or failure to execute the contract agreement or fails to pay the required Security Deposit amount within the time specified in the work order, the Bid Security submitted with the Technical Bid will be forfeited.
- viii. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- ix. TIDCO is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

## **2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- 2.1 Consultants may request a clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by post or electronic mail (e-mail) to the TIDCO's address indicated in the Data Sheet. TIDCO will upload the response on the <https://tntenders.gov.in> & <https://tidco.com> website.
- 2.2 At any time before the submission of Proposals, the TIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be shall be uploaded on <https://tntenders.gov.in> & <https://tidco.com> website. TIDCO may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.

### **3. PREPARATION OF PROPOSAL**

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

#### **TECHNICAL PROPOSAL**

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

i. Proposed Project Core Team members must have the minimum years of experience and qualifications indicated in section 5 of RFP.

ii. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

iii. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. TIDCO reserves the right to request a workload projection (including time spent on other projects/TIDCO's) for the key staff.

iv. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

v. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.

vi. The key personnel shall remain available for the period as indicated in the RFP.

vii. Each CV needs to have been recently signed by the key personnel and/or countersigned by the Authorised Signatory of the Bidder. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorised Signatory shall be required in original.

viii. Client's certifications or contract copy for the projects listed under the experience section must contain the project attributes (size, fee, duration etc.) and the scope of work on the projects.

3.4 Bidders should note that the Proposal Submission Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by TIDCO,



and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Submission Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, TIDCO reserves the right to seek clarifications on any aspects.

3.5 The Technical Proposal should provide the following information using the attached Standard Forms:

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

3.6 The Technical Proposal shall not include any financial information.

3.7 The projected Minimum deployment period of core team and key staff.

<b>Core Team</b>	<b>Period</b>
<b>Project Manager/Team Leader</b>	Full project Period
<b>Technical specialists and engineers</b>	Full project Period
<b>Financial Expert</b>	As required
<b>Contract Expert</b>	As required

### **FINANCIAL PROPOSAL (PRICE BID)**

3.8 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial proposal shall be in the BOQ format given in <https://tntenders.gov.in> portal.

3.9 The Financial Proposal should be a lump sum amount inclusive of all the costs and applicable taxes associated with the Assignment for the scope of work mentioned in the RFP. Consultant shall quote the prices in two parts viz., (i) Preparing the Techno Economic Viability Report and (ii) Providing the Transaction advisor services for selection of developer. The total cost quotes (lump sum) (i-e) (i) + (ii) will be

considered as the Financial proposal/Price bid of the Consultant(Bidder). Consultants shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the Consultant.

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

#### **4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

- 4.1 The Bid should submit through <https://tntenders.gov.in> only
- 4.2 Tenders should be submitted in two parts: Technical bid and Price bid
- 4.3 Tenderers should ensure submission of all documents along technical and Price bid as per the RFP.
- 4.4 The Technical Bid together with the bank transaction details for payment of Bid Security shall be submitted.
- 4.5 The price bid should be prepared as per the Price bid Format.
- 4.6 Proposals must be submitted on or before 22.02.2024 at 3.00 P.M through <https://tntenders.gov.in>.
- 4.7 The Price should be quoted in the Price bid only, in case found in technical bid the tender will be rejected.
- 4.8 Evaluators of Technical bids shall have no access to the Price bid until the technical evaluation, including its approval by Competent Authority is obtained.
- 4.9 Prior to evaluation of Proposals, TIDCO will determine whether each proposal is responsive to the requirements of the tender document at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive here under
- 4.10 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Eligibility Criteria.
- 4.11 TIDCO reserves all rights to accept or reject any proposal without assigning any reason. The Technical Proposal and Financial Proposal shall be prepared in requisite format (pdf,excel). It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The

representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

- 4.12 From the time the Proposals are opened to till the Contract is awarded, if any bidder wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- 4.13 Prior to evaluation of Proposals, TIDCO will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 4.14 The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with 80% weightage to Technical Proposal and 20% weightage to Financial Proposal.
- 4.15 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in the RFP. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.16 TIDCO reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in the RFP.

## **5. TECHNICAL PROPOSAL**

- 5.1 The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and point system specified in the RFP. Each responsive proposal will be given a mark (T). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.
- 5.2 In this stage, Technical Proposal will be evaluated on the basis of consultant's experience, proposed approach and methodology and Work Plan, and the experience of Key Persons. Only those consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. The bidder who secures highest marks

(TH) shall be given a technical score of 100. The technical scores of other bidders shall be computed as follows:

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

T= Marks secured by the respective Bidder

T<sub>H</sub>= Highest Marks secured.

### **SHORT LISTING OF CONSULTANTS**

- 5.3 Consultants who meet minimum eligibility criteria and scoring 70 or more marks in technical evaluation shall be qualified and short-listed for financial evaluation in the next stage.
- 5.4 TIDCO shall simultaneously notify the consultants that have secured the minimum qualifying mark or more, indicating the date and time set for opening the Financial Proposals through <https://tntenders.gov.in> portal.

### **OPENING OF BIDS:**

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

## **EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS; RANKING**

- 5.13 Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- 5.14 TIDCO tender committee will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents.
- 5.15 After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Price bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- 5.16 Following the results of evaluation of the Technical Bid being made public, the Price bid of the technically qualified bidder as per the evaluation criteria stipulated in the RFP will be opened online.
- 5.17 The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- 5.18 TIDCO shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the lowest evaluated price.
- 5.19 Each Financial Proposal will be assigned a financial score (F). The evaluation committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Financial Proposal with lowest cost (FL) will be given a financial score (SF) of 100. The Financial Scores of other proposal will be computed as follows:

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

(F = Amount of Financial Proposal)

## **VALUATION METHODOLOGY AND RANKING**

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

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

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

- 5.21 A bidder having the highest Combined Score (S) shall be declared as first ranked Bidder.

## 6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TIDCO and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract.
- 6.2 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, TIDCO expects to negotiate a contract on the basis of the availability of experts named in the Proposal. Before contract negotiations, TIDCO will require assurances that the experts will be actually available. TIDCO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.3 The negotiations will conclude with a draft form of the contract. To complete negotiations, TIDCO and the firm will initial the agreed contract. In case the authority feels that the rate quoted by the Rank 1 bidder is higher than the prevailing market rates, negotiations on the price could be carried out with the bidder.

## 7. AWARD OF CONTRACT

- 7.1 A Letter of Award (LOA) will be issued after completion of successful negotiation with the Bidder.
- 7.2 A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall acknowledge the same, within **5 (Five) days** of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received within the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder.
- 7.3 Performance Security:** Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal plus GST shall be furnished from a Nationalized/ Scheduled Bank, at the time of signing

of the contract, in form of a Bank Guarantee in the format specified. The Performance Security will be retained by TIDCO until the completion of the Assignment by the Consultant and will be released after 120 (One Hundred Twenty) days upon confirmation of successful completion of the Assignment.

**7.4 Execution of Contract:** After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 15 (Fifteen) days from the date of Bank Guarantee. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified in the RFP.

**7.5 Commencement of Assignment:** The Consultant shall commence the Services immediately on signing of Agreement. In such an event, the Bid Security and/ or the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by TIDCO.

## **8.CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## **9. FRAUD AND CORRUPT PRACTICES**

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

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

(two) years from the date such Bidder or Consultant, as the case may be, is found by TIDCO to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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



## **10. PRE-BID MEETING**

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

## **11. FORCE MAJEURE**

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

## **12. MISCELLANEOUS**

12.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

- i. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- ii. Consult with any Bidder in order to receive clarification or further information;
- iii. Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

### **13. ARBITRATION**

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

### **14. JURISDICTION OF THE COURT**

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

## **SECTION 4**

### **BACKGROUND TO THE RFP**

#### **1. PREAMBLE**

##### **1.1. BACKGROUND**

The Government of Tamil Nadu has proposed to develop Chennai into a Global Financial Centre. Chennai possesses competitiveness, robust infrastructure, and a favorable business environment. Recognizing Chennai's inherent advantages, the Government of Tamil Nadu, through the Tamil Nadu Industrial Development Corporation (TIDCO), has conceptualized the idea of establishing a Fintech City with state-of-the-art infrastructure.

The following are the major advantages that give Chennai an edge over other cities in India for establishing Fintech and related industries:

- Known as the 'Tech City' of India, Chennai has successfully embraced the trend of financial technology.
- Chennai is home to India's first Fintech Centre of Excellence.
- The Government adopts investor-friendly policies.
- A dedicated Fintech Policy is in place to accelerate Fintech investments and facilitate the nurturing, fostering, and development of the Fintech ecosystem in the state.
- Chennai boasts a large talent pool of low-cost English-speaking and technically qualified workforce.
- The state offers reliable infrastructure and surplus power.
- The presence of international cable landing stations connects Chennai with Singapore.
- Chennai serves as the landing point for the South East Asia–Middle East–Western Europe 4 (SEA-MEWE 4) optical fiber submarine communications cable system.
- Several Multi-National Corporations (MNCs) have established back offices in Chennai.
- The city is enriched by the presence of Research and Development Institutions like IIT Madras.
- An institutional framework is in place to promote industry-academia collaboration.

##### **1.2. PROJECT DESCRIPTION**

The Phase – I of the Fintech City project is being developed in 56 acres of land (adjacent to Chennai Trade Centre) In Nandambakkam village, Alandur Taluk, Chennai District. The development of basic infrastructure works in underway and is expected to be completed by April 2024. The infrastructure includes Roads, storm water Network, Electrical network, waste water Network, Domestic Water Supply Network, Recycle Water Supply Network, Sewage Treatment Plant, External Security System with smart surveillance, Landscaping and flood wall

(compound wall). The developed plots will be allocated to Financial/Fintech and related companies/institutions, or any other builder/developer, on a 99-year lease basis. The end user will be Fintech/Tech Companies/Institutions. The number of leasable commercial plots in different sizes is 12, with a total extent of around 33 acres. The total proposed Built up area for Phase – I is 6.5 Mn Sq ft. At present, a Fintech Tower with a built area of 5.6 lakhs Sq.ft is being established in the Fintech City by TIDCO to provide office spaces to the Financial institutions, Fintech Companies.

The FinTech City will attract and house entities that, over time, will connect with regional FinTech Hubs in the state, including, but not limited to:

- Traditional and next-generation financial services providers viz. banks and NBFCs
- Hubs of
- cial regulatory institutions
- Trade insurers & regulators
- EXIM Bank & Trade offices of various countries
- Bilateral and multilateral funding agencies
- International banking offices & Regional Hubs for Indian and foreign banks
- Corporate Centres for financial services companies

### **1.3. LOCATION**

The project site is spread across both sides of SH 55. The site can be accessed through SH-55, which is a six-lane road connecting Guindy with Poonamalle. This will be the main arterial road bringing traffic to the proposed Fintech city at this site. Alandur and Ekkaduthangal are the nearest metro stations, located approximately 4 km from the site. CMRL is constructing the second phase of the Metro rail project, and one of the metro lines is passing through the project site. A Nandambakkam metro station is proposed near the site at Chennai Trade Center. Guindy is the nearest suburban railway station, which is around 5 km from the site.

### **1.4. DISTRICT COOLING SYSTEM**

Now, TIDCO has proposed to develop a District Cooling System (DCS) located in the southernmost portion of Fintech City (i.e., S14, around 2.00 Acres. The required extent of DCS should be estimated by the consultant based on the demand). In this context, TIDCO is proposing to conduct a Techno-Economic Viability Study and prepare the tender document for appointing a district cooling developer to develop a district cooling project at Fintech City in Nungambakkam, Chennai. The masterplan of the Fintech City (Phase area) is given below for reference

The Master Plan prepared for the project is presented below:



**SECTION 5**  
**ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY**

**1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION**

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

<b>S.No</b>	<b>Minimum Qualification Criteria</b>
1	<p><b>Registration/ Incorporation</b></p> <p>The Bidder (Sole firm/all members member of the consortium) shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a company registered in the jurisdiction of its incorporation under the relevant laws of any foreign company in consortium with an Indian company, as per applicable norms.</p> <p>The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms as per origin country</p>
2	<p><b>Financial Eligibility</b></p> <p>The bidder should have reported an Average Annual Turnover of Rs.25 Crores through consultancy assignments in the last Five consecutive financial years</p> <p>In case of consortium, this financial eligibility shall be fulfilled collectively by the consortium members.</p>
3	<p><b>Experience</b></p> <p>The Bidder should have completed following consulting services in the last 10 years as on March 2023: Should have completed a Techno-Economic Viability study/Feasibility study/DPR, which includes site assessment, policy analysis, energy demand and supply assessment, preliminary design for District Cooling System (DCS) &amp; distribution system, block cost estimation, project structuring, and financial model for at least one District Cooling System at the national or international level (Lead member should have this project experience)</p> <p>AND</p> <p>Should have provided Transaction Advisory (TA) services for the selection of the developer to government entities or public sector entities for development of at least one energy, power, or utility infrastructure project at the national or international level.</p>

4.	<b>Project Core Team</b>
	<p><b>Project Manager/Team Leader – 1 No.</b>  Master's degree in engineering/technology sciences with a minimum of 15 years professional experience in the field of district energy, with comprehensive experience of one similar assignment including district cooling projects. He/she should demonstrate management and administration experience, including experience with procedures of international financing agencies.</p>
	<p><b>Technical specialists and engineers in district energy- 2 Nos.</b>  Master's degree in engineering/technology Sciences with a minimum of 10 years professional experience in the field of district energy, district chilled water system with experience of one project of district cooling feasibility analysis and network design, energy master planning.</p>
	<p><b>Financial Expert – 1 No.</b>  Should have an MBA (Finance)/CFA/CA with minimum experience of 10 years in providing financial advisory services on financial viability assessment and cost estimates for one energy, power or utility infrastructure project infrastructure Project.</p>
	<p><b>Contract Expert – 1 No.</b>  Should be a LLB graduate with over 10 years of experience in Transaction Advisory works related to infrastructure/land transaction projects. He should have experience in Preparation of documents for selection of developer and bid process and drafting the document for one Public/Private sector project</p>

The Bidder should have a dedicated core team with members as above Additional support staff in sufficient numbers shall be proposed by the consultant. The Bidder shall also provide a plan and short CVs of support staff as proposed for effective project delivery.

## 2. TECHNICAL EVALUATION CRITERIA

Si.no	Qualification Criteria	Max Marks
1	<p>Should have completed a Techno-Economic Viability study/Feasibility study/DPR, which includes site assessment, policy analysis, energy demand and supply assessment, preliminary design for DCS &amp; distribution system, block cost estimation, project structuring, and financial model for at least one District Cooling System at the national or international level</p> <p>a. Qualifying project - 10 marks b. Additional project - 5 Marks for each project (Maximum 10marks)</p>	20 Marks
2	<p>Should have provided Transaction Advisory (TA) services for the selection of the developer to government entities or public sector entities for development of at least one energy, power, or utility infrastructure project at the national or international level.</p> <p>a. Qualifying project - 10 marks b. Additional project - 5 Marks for each project (Maximum 10marks)</p>	20 Marks
3	<p><b>Technical Approach and Methodology (Maximum marks: 30)</b> Quality of the technical approach including proposed methodology, work plan and presentation. Technical approach and methodology (Part of proposal to be submitted) -15 marks Presentation of Technical approach - 15 marks</p>	30 Marks
4	<p><b>Project Core Team</b> <b>Project Manager/Team Leader</b> - 8 marks (max) a) Qualifying projects - 6 Marks b) Additional Project - 2 marks <b>Technical specialists and engineers</b> - 6 Marks (max) each a) Qualifying project -5 Marks b) Additional project - 1 mark <b>Financial Expert</b>- 5 Marks (max) a) Qualifying project -4 Marks b) Additional project -1 mark <b>Contract Expert</b> - 5 Marks (max) a) Qualifying project -4 Marks</p>	30Marks



b) Additional project -1 mark Qualifying project -4 Marks	
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**Notes**

The bidder shall submit their company details, financial details, project experience details in the Standard Form and this shall be considered for Eligibility qualification. Documentary proof for Project experience such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated. Eligible firm's proposals will only be considered for technical and financial evaluation. The Financial Proposals of others will not be considered and returned unopened after completing the selection process.

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

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate and Receipts of GST payment.
- iv. Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last five (5) financial years

## **1. Scope of Work for the Techno-Economic Feasibility Study and Development of Tender Document**

### **1.1 Site Assessment and Policy analysis**

- 1.1.1 Assessment of the site to determine its suitability for the development of the District Cooling System (DCS).
- 1.1.2 Study the specific zonal land-use and detailed layout plans relevant to the project site.
- 1.1.3 Collect additional data and information in, benchmarked cooling demand index for different building types and construction timelines of different land parcels.
- 1.1.4 Study planning policies, building regulations, environmental regulations, electrical, electricity and energy regulations and Gas and electricity price regulations, Rights-of-way applicable to the project and its implications.
- 1.1.5 Assess and provide recommendations regarding using Floor-Space Index charges and Transferrable Development Rights (TDR) for investments into District cooling project.
- 1.1.6 Explore role of DCS connection under IGBC green cities certificate or ECBC compliance process and potential for targeting buildings to meet IGBC Buildings Certificate.
- 1.1.7 Establish and recommend baseline and monitoring, reporting and verification methodology for DCS based on the international standards/best practices.
- 1.1.8 Review and analyse the existing Policy and regulatory framework, identify key approvals required from central and state government and also assess supports provided by the Government to the project if any for DCS (different departments including electrical, environment, urban planning etc.)
- 1.1.9 Propose the key regulations applicable for the DC project and suggest suitable strategies for compliance with all requirements - including procurement, waste management, recycling and re-use etc.

### **1.2 Energy Demand and Supply Assessment**

1.2.1 A more detailed energy demand and supply assessment should be undertaken, building upon relevant information arising from the data, discussions and additional information relevant to the project areas. This should cover, as a minimum:

- Essential core demand and supply loads covering heat, hot water, cooling and power for planned and potential developments. Use of existing building energy datasets and energy modelling tools as appropriate.
- Include comparison of this information to minimum requirements on building envelope, equipment etc. established within standards, building codes or otherwise at the city, state or national level.

- Consideration should also be given to the effect of potential heat/cool demand reduction measures to ensure this is reflected in demand load assumptions, for example in relation to planned or potential energy efficiency measures, energy metering, etc.
- Identifying potentially compatible building systems and the technical specifications required to link into a potential district cooling network system including temperature, delta T (difference between flow and return temperatures), delta P (difference between flow and return pressures), flow rates and any other relevant mechanical, electrical, controls and other requirements.

### **1.3 Preliminary design of DCS and Distribution Systems & Block cost Estimation**

- 1.3.1 Preparation of the preliminary design, cost analysis, and estimation for DCS and distribution systems is essential for the estimated energy demand.
- 1.3.2 Determining the indicative routes for which cooling pipework and private wire power systems are technically feasible and cost effective.
- 1.3.3 Estimate OPEX and CAPEX for the development of DCS
- 1.3.4 Pricing, revenue models and Tariff structure to the end users
- 1.3.5 Base Scenario Feasibility Assessment

### **1.4 Project Structuring and Financial Model**

- 1.4.1 Study and suggest various project structure models for development, financing, and operation; the consultant should compare construction modes such as BOT, BOO, PPP, and EPC for project viability.
- 1.4.2 The consultant is tasked with conducting a comprehensive economic assessment for technical project opportunities using an Excel-based financial model. This assessment should cover entire life cycle costs, including capital, operating, maintenance, and replacement costs. It must determine costs and revenue streams, considering estimated sales revenue and other income sources.
- 1.4.3 Assessment of the commercial viability of the project.
- 1.4.4 Develop a financial model to determine the viability of the proposed project based on applicable regulations, block costs of development, and market trends; identification of the appropriate revenue model comprising capital structuring, equity, debt, cash flows, project IRR, equity IRR, and sensitivity analysis.

### **1.5 Bid Process Management for the Selection of Developer**

- 1.5.1 Assist in the preparation of standard bidding documents like RfQ, RfP, Contract Agreement, and all relevant documents until the identification and signing of the contract with the developer.
- 1.5.2 The consultant shall prepare the tender documents and support TIDCO in conducting the pre-bid meeting, providing responses to

the queries sought by the bidders, and drafting addendums to bid documents, if any.

- 1.5.3 The consultant shall also assist TIDCO in the opening and evaluation of the bids and submit a detailed report to TIDCO.
- 1.5.4 The consultant has to carry out the bid evaluation as per the RFP conditions at each stage of the evaluation along with a comprehensive bid evaluation report covering all the stages as defined in the RFP. In the bid evaluation report, the consultant has to provide recommendations and the reasonability of the shortlisted bid, followed by assisting TIDCO during the negotiations with the selected bidder.
- 1.5.5 The consultant is also expected to assist TIDCO in the issuance of a letter of award followed by the signing of the agreement with the selected bidder.

<b>Milestone No.</b>	<b>Task</b>	<b>TimeLine (T – From date of signing of contract)</b>	<b>% of Total Fee Payable</b>
<b>Preparation of Techno economic Viability Report – Part-1- Quoted price(A)</b>			
1	Submission of Inception Report	T+ 3rd Week	10% of A
2	Submission of Interim Report	T+ 2 months	20% of A
3	Submission of Draft Techno economic Viability Report	T+ 3 Months	30% of A
4	Submission of Final Techno Economic Viability Report	T+ 4 Months	40% of A
<b>Provide Transaction advisory services for selection of Developer- Part-2- Quoted Price (B)</b>			
5	Submission of Bidding Documents for the selection of a Developer	T+ 4.5 Months	25% of B
6	Issuance of Letter of Award (LoA) to the successful bidder (Developer)	T+ 6 Months	50 % of B
7	Execution of contract agreement with the successful bidder	T+ 6.5 Months	25 % of B

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

**SECTION 7**  
**TECHNICAL AND FINANCIAL PROPOSAL - STANDARD FORMATS**

- a. Technical Proposal submission form
- b. Format for Power of Attorney for authorized signatory
- c. Format for submission of information towards minimum eligibility criteria
- d. Format to demonstrate technical eligibility
- e. Format for providing experience of the consultant for technical evaluation
- f. Description of the methodology and work plan for performing the assignment (With detailed work schedule)
- g. Team composition and task assignments
- h. Format of Curriculum Vitae of proposed professional staff
- i. Format for Performance security
- j. Format for Contract Agreement

## **A. TECHNICAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

From: (Name of Firm)

TO: (Name and Address of TIDCO)

Sir/Madam,

Subject: TIDCO — Selection of Consultant for Techno Economic Viability Study and Transaction Advisory Services for the development of District Cooling System (DCS) at Fintech City in Nandambakkam, Chennai

Dear Sir,

1. With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for ----- . The Proposal is unconditional and unqualified.
  2. I/We agree to keep this offer valid for 180 days from the PDD (Proposal due date).
  3. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
  4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.
  5. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
  6. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
  7. We further certify that we have not been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RFP.
  8. I/We further certify that no investigation by a regulatory Client is pending either against us or against our Associates or against our CEO or any of our Directors or equivalent / Proposed Key Personnel for this assignment referenced to their official representation with us.
  9. I/We declare that:
    - I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client
    - I/We do not have any conflict of interest in accordance with the terms of the RFP Document;
- 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 defined in the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State; and
  - I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf

will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Client which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our affiliates.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client [and/ or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.
14. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.
15. In the event of our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with form 6K of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm

**B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY  
(to be submitted in original)**

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms .....(name),son/daughter/wife of .....and ..... presently residing at.....who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for RFP and submission of our bid for Selection of Consultancy for Techno Economic Viability Study and Transaction Advisory Services for the development of District Cooling System (DCS) at Fintech City in Nandambakkam, Chennai, for the Tamil Nadu Industrial Development Corporation Ltd(TIDCO) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-proposal and other conferences and providing information/ responses to TIDCO, representing us in all matters before TIDCO, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with TIDCO in all matters in connection with or relating to or arising out of our bid for the said Consultancy work and / or upon award thereof to us and /or till the entering into the Agreement with TIDCO.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2024.

For .....

(Signature, name, designation, and address)

Witnesses:

1.

(Notarized)

Accepted



(Signature)

(Name, Title, and Address of the Attorney)

*Notes:*

- 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. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate*

**C. FORMAT FOR SUBMISSION OF INFORMATION  
TOWARDS ELIGIBILITY CRITERIA**

**(To be filled, signed and attached)**

**DETAILED INFORMATION ABOUT THE CONSULTANTS**

<b>S. No.</b>	<b>ITEMS</b>	<b>DETAILS</b>	
i)	Name of the Company		
ii)	Legal Status		
iii)	a. Postal address of the Registered Office b. Telephone no (s) c. Fax no (s) d. Website, e. Email	(a) (b) (c) (d) (e)	
iv)	a. Name of the authorized representative b. Designation and postal address c. Telephone	(a) (b) (c)	
v)	Date of incorporation of the company under the Companies Act		
vi)	Registration Number (under the Companies Act)		
vii)	Banker's Name and Address		
viii)	Permanent Account Number (PAN)		
ix)	GST details		
x)	Annual turn over the five completed financial years	Financial Year	Annual Turn Over (Rs. Crore)

**Signature, Name & Designation of the Authorized Signatory**

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by the registrar of companies/firms
- Copy of GST Certificate
- Copy of audited Balance Sheet along with Profit and loss Account statement of the firm for the last five financial years
- Auditor's certificate to verify the annual turnover for the last five financial years in the following format.

### **Certificate from the Auditor**

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

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

**D.FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY**

(To be filled, signed and attached)

Relevant Services Carried Out in the Last ten Financial Years

<b>S. No.</b>	<b>Period (from To)</b>	<b>Name of the - Assignment</b>	<b>Name of the Client</b>	<b>Location / Country</b>	<b>A brief description of the job</b>	<b>Date of completion of the assignment</b>
Should have completed a Techno-Economic Viability study/Feasibility study/DPR, which includes site assessment, policy analysis, energy demand and supply assessment, preliminary design for DCS & distribution system, block cost estimation, project structuring, and financial model for at least one District Cooling System at the national or international level						
1						
2						
3						
4						
5						
Should have provided Transaction Advisory (TA) services for the selection of the developer to government entities or public sector entities for development of at least one energy, power, or utility infrastructure project at the national or international level						
1						
2						

Signature of Authorized Representative of the bidder

Note:

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

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

**Relevant Services Carried Out in the ten Financial Years**

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

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

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

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

## G. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Key Staff

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

### 2. Support Staff

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

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

Photo of the Expert	1.Name			
	2.Position			
	3. Date of Birth			
	4.Education			
5. Employment Record	From	To	Company	Position Held
6. Total Years of Experience				
7. Years of Experience Relevant to the proposed role				
8. Brief Profile				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				

Name of Assignment of project:

Year: From:                      To:

Location: Client:

Main project features:

Positions held:

Activities performed:



Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of staff member

Date:

**I.       FORMAT FOR PERFORMANCE SECURITY**  
**(Not to be submitted with the technical bid)**

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

In consideration of Tamil Nadu Industrial Development Corporation Limited TIDCO (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Letter of Acceptance no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") Consulting Services .....and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....). We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of Twelve (12) months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter. We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\* ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank: Seal of the Bank:

Dated, the ..... day of ....., 2024

**J. FORMAT FOR AGREEMENT**  
**(not to be submitted with the technical bid)**

This AGREEMENT ("**Agreement**") is executed at Chennai on this \_\_\_ \_\_\_ day of 2024 by and between

Tamilnadu Industrial Development Corporation Limited (TIDCO), PAN No:AAACT3409P (hereinafter will be referred as the "**Client**" which expression shall include their respective successors and permitted assigns) having their office at 19-A, Rukmini Lakshmi pathy Salai Egmore, Chennai 600 008, is Party of First Part

**and**

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

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

**WHEREAS**

- A. The Client floated tender for the \_\_\_\_\_ (details to be mentioned) \_\_\_\_\_ in the lands identified at (place of area to be mentioned) of Tamilnadu
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the services to the Client on the terms and conditions as set forth in the Letter of Invitation and the Terms of Reference and this Agreement;
- C. The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the assignment to the Consultant vide its Letter of Award dated \_\_\_\_\_ bearing number \_\_\_\_\_ (The letter of Award Details) (the "**LOA**"); and
- D. In pursuance of the LOA and RFP the consultant had provided Bank Guarantee on \_\_\_\_\_. The parties have agreed to execute this agreement for the better understanding.

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

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

2. For administrative purposes (Name of TIDCO Officer) has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about 6.5 months, from the date of commencement of the assignment.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such a case, every effort will be made to give you, as early as possible, notice of any changes.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this agreement on behalf of the Consultant (i.e. on \_\_\_\_\_) and will terminate on (6.5 months from the date of commencement of the assignment) , or such other date as mutually agreed between the Client and the Consultants or till the date of completion of the assignment.
7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_ (in words) inclusive of GST. (The "Agreement Value"). The Client will pay the Consultant, within 3 (three) weeks of receipt of invoice after approval of the report, which is as follows:

**Amount Currency:** x \_\_\_\_\_ x

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

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

(The Payment upon deliverables should be mentioned)

8. The Consultants will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultants or its staff. The risks and the coverage shall be as follows:
  - (a) Third Party liability insurance with a minimum coverage of Value of assignment
  - (b) Professional Indemnity insurance, with a minimum coverage of Value of assignment
  - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The Consultants shall also indemnify and hold harmless the Client against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the Client arising out of gross negligence of the Consultants in the provision of services under this Agreement. The liability of the Consultants under any circumstance shall not exceed one time of the Agreement Value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to the losses or damages caused on the Consultant's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultants shall mobilize the key personnel as per the details provided in (the Section/annexure according to RFP). Team composition and Task Assignment under (the Section/annexure according to RFP). The Consultant shall commence the Services immediately on signing of Agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work as non-mobilization of key personnel.
11. The Performance Security (Bank Guarantee) will be released to the Consultant after 120 days upon reviewing that the consultant has successfully completed the assignment. The validity of performance security shall be extended in accordance with the extension of Agreement Period. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for the required period as informed by client, failing which the Performance Security shall be forfeited.
12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of a breach of the work assigned in the RFP and the finalized Agreement.
13. All plans, drawings, specifications, designs, reports, and other documents or software submitted by the Consultants in the performance of the services shall become and will remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
14. The Consultant shall undertake to carry out the assignment in accordance with the highest standard protocol of professionalism, ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will also conduct themselves in an appropriate manner consistent herewith.
15. The Consultant will not assign this Agreement or sub-contract or any portion of it without the Client's prior written consent.
16. The Consultants shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
17. The Consultants also agree that all knowledge and information which is not specified within the public domain, which may be acquired to carry out

this Agreement, over the course of time shall be, for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission. Confidential information does not include any information which:

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

### **REQUEST FOR PROPOSAL AS PART AND PARCEL:**

The RFP and the Proposal are incorporated and the same shall be read as part & parcel of this agreement. Consultant shall be obligated to meet all specifications described in the RFP and the Proposal pertaining to the Work and any written clarification thereto accepted by Client; provided, however, that in the event an express provision of this Agreement is in conflict with any provision of the RFP and/or the Proposal, this Agreement shall govern and control unless Client determines in writing that the provision in the RFP and/or the Proposal offers a higher level of service to Client than indicated in the conflicting provision of this Agreement, in which case such provision in the RFP and/or Proposal shall govern and control.

### **TERMINATION:**

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

#### **By the Client:**

- a. The Client may terminate this Agreement at least thirty (30) calendar days written notice of termination to the Consultant on of the following;
  - i. If the consultant fails to deliver the said job within the stipulated time of 6.5 months.
  - ii. In the event of non-performance/ or unsatisfactory performance delivered by the Consultant
  - iii. If the consultant has been found to have made any false or fraudulent declaration or statement to get the Agreement or he is found to be indulging in unethical or unfair practices.
  - iv. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
  - v. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of

- debtors or go into liquidation or receivership whether compulsory or voluntary;
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
  - vii. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- b. If the Consultant fails to confirm the availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.
- c. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

**By the Consultant:**

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

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

**CESSATION OF SERVICES:**

- a. Upon termination of this Agreement by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a bare minimum. Upon termination of this Agreement, the Client shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.
- b. The Consultant agrees that, during the course of this Agreement and after its termination, the Consultant and any other entity affiliated with the Consultant, shall be disqualified from providing



goods, works or services (other than the Services and any continuation thereof) for any future project resulting from or closely related to the services.

**FORCE MAJEURE:**

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

**DELAY IN THE SERVICES:**

In the event of delays in submission of the deliverables on Timeframe prescribed for the proposed Deliverables, a penalty will be levied at the rate of 0.05% of the Awarded Lump sum Fees per week or part thereof of delay, subject to a maximum of Ten Percent 10% of the Awarded Lump sum Fees.

**Conflict Of Interests:**

- a. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- b. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such other additional payment.
- c. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times

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

- d. Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
- e. Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall also ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

### **Confidentiality:**

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

### **Accounting, Inspection, and Auditing:**

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

### **SETTLEMENT OF DISPUTES:**

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

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

### **Miscellaneous.**

In any arbitration proceeding hereunder:

- a. Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- b. The English language shall be the official language for all purposes;
- c. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Place:

Date:

Thiru. \_\_\_\_\_

Thiru. \_\_\_\_\_

(Signature on behalf of Client)

(Signature on behalf of Consultant)

## **LIST OF ANNEXES TO CONTRACT AGREEMENT**

Annex A: Terms of Reference

Annex B: Consultants Personnel

Annex C: Consultants Reportings Obligations

Annex D: Cost of the assignment with break up including key personnel remuneration