



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD.  
(TIDCO)**

**International Competitive Bidding**

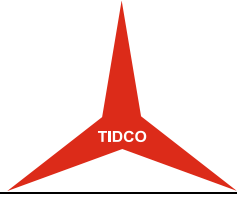
**SELECTION OF CONSULTANT**

**FOR  
DEVELOPMENT OF GREENFIELD AIRPORT  
AT PARANDUR NEAR CHENNAI IN TAMIL NADU, INDIA**

**Request for Proposal**

**December, 2022**

**Managing Director  
Tamil Nadu Industrial Development Corp. Ltd,  
19-A, Rukmini Lakshmipathi Salai  
Egmore, Chennai –600 008  
Phone: 044-2855 4479/80**



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD**

**CIN-U65993TN1965SGC005327**

**NOTICE NO. TIDCO/CONSULTANT/GREENFIELD AIRPORT/2022**

The Government of Tamil Nadu has mandated Tamil Nadu Industrial Development Corporation Limited (TIDCO) to **select consultants for the development of a new GREENFIELD AIRPORT at PARANDUR near Chennai in Tamil Nadu, India.**

In this context, TIDCO invites proposals from the interested consultants for preparing Detailed Techno Economic Report, for assisting in obtaining statutory clearances and assisting in conducting bid process management for Proposed development Model for Greenfield Airport.

Interested Consultants can download the RFP document from the website **www.tidco.com and [tntenders.gov.in](http://tntenders.gov.in)**. The Non-refundable Bid processing fee of Rs.25,000 (Rupees Twenty five Thousand only) including GST in the form of Demand draft drawn in favour of Tamil Nadu Industrial Development Corporation Ltd payable at Chennai shall be submitted at the time of submission of Proposal. The Terms of Reference (ToR), pre-qualification criteria, evaluation methodology and other terms and conditions are provided in the RFP.

The schedule of tender is as follows:-

1. Pre-bid meeting at 15:30 Hrs on 20.12.2022 at TIDCO office, Chennai
2. Last date and time for submission of proposals is on or before 15:00 Hrs on 06.01.2023
3. Opening of Technical bids is at 15:30 Hrs on 06.01.2023 at TIDCO Office

**MANAGING DIRECTOR**

**Tamilnadu Industrial Development Corporation Ltd**

**19-A, Rukmini Lakshmipathi Salai,**

**Egmore, Chennai – 600 008**

**Ph: 044 – 2855 4479/80**

**E-mail: [cmd@tidco.com](mailto:cmd@tidco.com); Website: [www.tidco.com](http://www.tidco.com)**

DIPR/1232/Tender/2022

### **Disclaimer**

- i The information contained in this Request for Proposal document ("RFP") or subsequently provided to prospective Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii This RFP is neither an agreement nor an offer by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Proposals (the "Application") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case an Applicant places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Client and/or its consultants, in this RFP or under any project report etc. then the same shall not in any manner bind/make liable the Client and/or its consultants, employees or representatives, to indemnify the Applicant in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Applicant on the aforesaid assumptions, assessments, statements, data and information.
- iii Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv The Client, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

- v The Client also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.
- vi The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vii The issue of this RFP does not imply that the Client is bound to select Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. In addition, the client reserves the right to suspend after contract award. In the event of a court stay, arbitration, etc.
- viii The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidder shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
- ix The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
- x The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Proposal. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Client or to any other person in a position to influence the decision of the Client for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Client may deem proper, including but not limited to rejection of the Proposal of the Bidder and forfeiture of its Bid Security
- xi Laws of the Republic of India are applicable to this RFP.

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## SECTION 1

### LETTER OF INVITATION

..... 2022

Madam / Sir,

Government of Tamil Nadu has mandated Tamil Nadu Industrial Development Corporation Limited (TIDCO) (hereby termed as “Client”) to select a consultant for the development of a Greenfield Airport at PARANDUR near Chennai in Tamil Nadu.

*In this context TIDCO intends to invite proposals from the interested consultants for preparing Detailed Techno Economic Report, for assisting in obtaining statutory clearances and assisting in conducting bid process management for proposed Development Model for Greenfield Parandur Airport (“Assignment”).*

The RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Data Sheet

Section 3 - Instructions to Consultants

Section 4 - Minimum Qualification Criteria and Evaluation Process

Section 5 - Terms of Reference

Section 6 - Technical and Financial Proposal Submission Forms and Standard Forms

The detailed scope of services is provided in the Terms of Reference. We request you to kindly submit the proposals duly completed as per this RFP **on or before 3.00 PM on 06.01.2023.**

Thanking you,

Yours sincerely,

**Managing Director**

Tamil Nadu Industrial Development Corporation Limited

19-A, Rukmini Lakshmipathi Salai,

Egmore, Chennai – 600 008

Ph: 044 – 2855 4029 Fax: 044 – 2855 3729

E-mail: cmd@tidco.com; Website: www.tidco.com

## SECTION 2

### DATA SHEET

1	Name of the Assignment	Preparation of Detailed Techno Economic Report (DTER) for the development of a Greenfield airport at Parandur near Chennai
2	Time-period of contract	104 weeks
3	Method of selection	Quality Cum Cost Based Selection (QCCBS): 80:20
4	RFP Document Fee	Non-refundable fee of Rs.25,000
5	Bid Security	Refundable amount of Rs.5,00,000/-
6	Bid Validity	180 days
7	Name of the Authority and address for sending queries and clarifications	The Managing Director Tamil Nadu Industrial Development Corporation Ltd, 19- A, Rukmini Lakshmipathi Salai, Egmore, Chennai –600 008; Phone:044-28554479, 28554480;
8	Bid Language	English
9	Bid Currency	INR
10	<b>Schedule of Bidding Process</b>	
	Date of issue of RFP	05.12.2022
	Pre-bid Meeting	20.12.2022
	Last date and time for submission of proposals (Technical and	06.01.2023 at 3.00 PM
	Opening of Technical Proposals	06.01.2023 at 3.30 PM
11	Nodal officer of TIDCO	R. Bhuvaneswari, General Manager Phone:044-28554029; Email id – bhuvaneswari@tidco.com

## **SECTION 3**

### **INSTRUCTIONS TO BIDDERS**

#### **1. GENERAL**

- 1.1 The Client will select a consultant from among those who responded to the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet. The detailed description of the objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in this RFP. The 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 term consultant means the Single Entity or the Consortium, as the case may be. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2 The Bidder should submit a Power of Attorney as per the format specified in Section 6B, authorising the signatory of the Bidder to sign and submit the Application and Bid.
- 1.3 In case of Consortium, the consultants who form part of the consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the consortiums shall be forfeited.
- 1.4 The Team Leader must be from the Lead Member of the Consortium. Minimum Qualification Criteria for Technical experience (one project) as refer the sl. no. 2 (a) under clause 1.1 of Section – 4 shall be satisfied by the Lead member and Financial Eligibility should be satisfied collectively by the consortium members.
- 1.5 In case of Consortium, it shall comply with the following additional requirements:
  - i. Number of members in a consortium shall not exceed 3 (three).
  - ii. The Proposal/Application should contain the information required for each member of the Consortium; The Application should include a brief description of the roles and responsibilities of individual members.
  - iii. Members of the Consortium shall nominate one member as the lead member (the “Lead Firm”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all members of the Consortium.
  - iv. Members of the Consortium shall enter into a binding “Joint Bidding Agreement”, for the purpose of submitting a Proposal. The Joint Bidding Agreement is to be submitted along with the Application. The duties, responsibilities and powers of Lead firm and each firm shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Firm would be authorised to incur liabilities and to receive instructions and payments for

and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of the Assignment.

- v. No change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful bidder is a consortium).
- 1.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, with the bar subsisting as on the date of the Proposal Submission Date, would not be eligible to submit a Proposal either by itself or through its Associate. *For purposes of this RFP, Associate, in relation to the Bidder, means a company in which that Bidder has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company. The expression "significant influence" means control of at least twenty percent of total voting power, or control of or participation in business decisions under an agreement; and the expression "Joint venture" means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement;"*
  - 1.7 A Consultant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Consultant or its Associate.
  - 1.8 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
  - 1.9 The Consultants must familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional. The Consultant's representative should contact the official named in the Data Sheet to arrange for their project site visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that their officials are advised of the visit adequately in advance to allow them to make appropriate arrangements.

- 1.10 Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the sites & Client, are not reimbursable as a direct cost of the Assignment.
- 1.11 RFP document can be downloaded from the website [www.tidco.com](http://www.tidco.com) and [tntenders.gov.in](http://tntenders.gov.in). The Non-refundable Bid processing fee of Rs.25,000 (Rupees Twenty five Thousand only) including GST in the form of Demand draft drawn in favour of Tamil Nadu Industrial Development Corporation Ltd payable at Chennai shall be submitted along with their Proposal.
- 1.12 A Bid Security(EMD) for an amount of Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a Crossed Demand draft payable at Chennai drawn in favour of "Tamilnadu Industrial Development Corporation Ltd." from any Scheduled bank shall be submitted along with the Original Proposals. Proposals not accompanied by Bid Security will be treated as non - responsive and will be liable to be rejected summarily. Bid Security of the successful bidder will be returned upon receipt of the Performance Security. The Bid Security of the unsuccessful bidders will be returned within two weeks of completion of the selection process. The Client shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.13 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client's any other right or remedy hereunder or in law or otherwise, the Bid Security may be forfeited and appropriated by the Client for damages payable to the Client for, inter alia, the time, cost and effort of the Client in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- i. If Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
  - ii. If Bidder refuses to accept the correction of arithmetical errors in its Proposal.
  - iii. In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations.
  - iv. In the case of a Selected Bidder, if the Bidder fails to accept the LOA.
  - v. In the case of a Selected Bidder, if the Bidder fails to sign the Contract or provide the performance security within the specified time limit.
  - vi. If the Bidder is found to have a Conflict of Interest.
  - vii. If the firm has furnished incorrect information on qualification and experience.
- 1.14 Bid Processing fee and Bid Security may be paid electronically through their respective internet banking enabled account via RTGS / NEFT to the account of Tamil Nadu Industrial Development Corporation Ltd. The bank transaction details shall be submitted along with the proposal. The bank account details are given below:

Name of the Bank: Indian Bank  
Account No: 422162951  
IFSC No: IDIB000C032  
Branch Name: Ethiraj Salai

- 1.15 Micro and small Enterprises if registered with any Government bodies specified by Ministry of Micro, Small & Medium Enterprises with valid certificate duly issued by Government of India are exempted for submitting the bid processing fee and Bid security.

**2. CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS**

- 2.1 Consultants may request a clarification on any item of the RFP document up to one day prior to the date of Pre bid meeting indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, or electronic mail to such requests and/or will upload the response on the Client's website (including an explanation of the query but without identifying the source of inquiry). Client's responses to the pre-bid queries would be uploaded on TIDCO's website ([www.tidco.com](http://www.tidco.com)).
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by amendment. Any amendments shall be issued in writing through addenda. Addenda shall be sent by facsimile, or electronic mail or shall be uploaded on the Client's website. The Client may at its discretion extend the deadline for the submission of proposals.

**3. 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 Bidder will be allowed to participate on production of an authorisation letter from the Bidder. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor 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.

**4. PREPARATION OF PROPOSAL**

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

**TECHNICAL PROPOSAL**

- 4.2 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.

- 4.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. Team leader must be a full time employee of the sole firm or the Lead member firm in the consortium.
  - ii. Proposed key professional staff (Project Core Team) must have the minimum experience indicated in the clause - Minimum Qualification Criteria in Section-4 of the RFP.
  - iii. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
  - iv. Reports to be issued by the consultants as part of this assignment must be in the language specified in the Data Sheet.
  - v. 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. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
  - vi. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
  - vii. No key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the RFP.
  - viii. The key personnel shall remain available for the period as indicated in the RFP.
  - ix. The team leader shall be stationed in Chennai till the completion of this consultancy assignment. The team listed in the proposal shall be the same for the entire assignment period. The team shall be available in Chennai to meet any needs and for all meetings.
  - x. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorised official of the Firm. At the time of submission of 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.

- xi. Client 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.
- xii. Consultant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
- xiii. If the Consultant being a Consortium is qualified on the strength of the experience of a member which is a foreign company or Indian company/ entity, requisite key personnel from that foreign company or Indian company/ entity shall be fielded.

4.4 Bidders should note the Proposal Submission Date, as specified in Data Sheet, for submission of Proposals. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded. Bidders shall not be allowed to withdraw the proposal any time after submission of Proposal.

4.5 Minimum deployment period of core team and key staff

<b>Core Team/Key staff</b>	<b>Task I (DTER, OLS including Master plan) T+20 weeks</b>	<b>Task II (EIA, EMP, SIA, MoEF &amp; all Clearances) T+104 weeks</b>	<b>Task-III (Bid Documents and bid process management) – T+87 weeks</b>
Team leader	Full project period	Full project period	Full project period
Airport sector expert	Full project period	Full project period	Full project period
Airport planner	18 weeks + as required	As required	As required
Financial specialist	20 weeks + as required	As required	As required
Procurement expert	As required	As required	87 weeks + as required
Environmental specialist	As required	96 weeks +as required	As required
Social Expert	As required	19 weeks +as required	As required
Support staff	Required numbers and duration as required		

- 4.6 To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto, shall be in writing.
- 4.7 If Bidder does not provide clarifications sought under Clause 4.6 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Client.
- 4.8 The Proposal shall be accompanied by a certified copy of a legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFP, signed by all firms/entities.
- 4.9 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, and the tasks that would be assigned to each staff team member.
  - v. CVs signed by the proposed key professional staff and the authorised representative submitting the proposal
  - vi. In case of consortium, Technical Proposal shall contain the Joint Bidding Agreement signed by the partners.

**The Technical Proposal shall not include any financial information.**

#### **FINANCIAL PROPOSAL**

- 4.10 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms. Financial Proposal shall be reasonable and inclusive of all the costs associated with the Assignment, including but not limited to (a) remuneration for staff, and (b) Other lump sum expenses such as subsistence (per diem, housing), transportation

(national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), insurance, printing of documents, surveys, etc.

- 4.11 The Financial Proposal should be a lump sum proposal inclusive of all the costs excluding Goods and Services Tax associated with the assignment for all the tasks of the work mentioned in the RFP. Consultants shall express the price of their services in Indian Rupees.
- 4.12 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep ready to make available the key professional staff proposed for the assignment. The Client will make its best efforts to complete negotiations within this period. If the Client 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.

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

- 4.13 The Original Proposals (Technical and Financial Proposal) submitted in separate sealed covers shall be typed or written in ink and signed by the Authorised Representative of the Bidder who shall initial each page, in ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative.
- 4.14 For each Proposal, the number of copies indicated in the Data Sheet should be prepared. Technical Proposal should be marked "Original" or "Copy" as appropriate.
- 4.15 The Bidder shall submit two (2) identical set of Technical Proposal (one original and one copy) and one original Financial Proposal. The Technical and Financial Proposals must necessarily be Spiral/Hard Bound separately and all pages serially numbered. In case of any discrepancy between the original and the copy of the technical proposal, the contents as per original will only be considered.
- 4.16 The Technical Proposal with Bid processing fee and Bid Security shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – [Selection of Consultant for development of Greenfield Airport at Parandur near Chennai.]," and the Financial Proposal in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL – [Selection of Consultant for development of Greenfield Airport near Chennai.]" and also marked "Do not open with the Technical Proposal." The envelopes containing Technical and Financial Proposals shall be sealed in an outer cover marked "Tender for Selection of Consultant for development of Greenfield Airport near Chennai.]. All envelopes shall be placed into an outer sealed envelope bearing the name of assignment and submission address. The DD or bank transaction details of Bid processing fee and Bid security shall be

placed in separate envelopes clearly marked "Bid Processing fee" & "Bid Security", and placed in the outer sealed envelope.

- 4.17 The completed Technical and Financial Proposal must be submitted at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.18 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, they should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions shall result in the rejection of the consultant's proposal.
- 4.19 Prior to evaluating Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. The Client may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 4.20 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in Section-4

#### **TECHNICAL EVALUATION**

- 4.21 The evaluation committee constituted by the Client will carry out its evaluation of the Technical and Financial Proposals as per the RFP.
- 4.22 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 Section-4. The Technical Proposal of the Bidders who meet the Minimum Qualification Criteria would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.23 The committee will carry out evaluation of proposals as per the point system specified in the RFP. 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. Each responsive proposal will be given a mark (T).
- 4.24 Only those consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. A proposal shall be rejected at this stage if it fails to achieve the minimum technical score.

#### **SHORT LISTING OF CONSULTANTS**

- 4.25 Consultants scoring 70 or more marks in Technical evaluation shall be technically qualified and short-listed for financial evaluation in the next stage. After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the

minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date of financial proposal shall not be sooner than one week after the above notification dates. The notification may be sent by registered letter, facsimile, or electronic mail.

#### **OPENING AND EVALUATION OF FINANCIAL PROPOSALS**

- 4.27 The Financial Proposals shall be opened in the presence of the consultant's representatives who choose to attend. The name of the consultant, the scores on Technical Proposal and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 4.28 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.

#### **EVALUATION METHODOLOGY AND RANKING**

- 4.28 The bidder who secures highest marks ( $T_H$ ) in the Technical evaluation shall be given a Technical score ( $S_T$ ) of 100. The technical scores of other bidders shall be computed as follows:

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

$T$  = Marks secured by the respective Bidder

$T_H$  = Highest Marks secured

Each Financial Proposal will be assigned a financial score ( $F$ ). The Financial Proposal with lowest cost ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100. The Financial Scores of other proposal will be computed as follows:

Financial score of the bidder  $S_F = 100 \times (F_M / F)$

$F$  = Amount of Financial Proposal

$F_M$  = Lowest Amount

Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

Combined score  $S = S_T \times T_W + S_F \times F_W$

Where  $S$  is the combined score, and  $T_W$  and  $F_W$  are weightage factor assigned to Technical and Financial Proposals that shall be 0.80 and 0.20 respectively.

- 4.30 A bidder having the highest Combined Score( $S$ ) shall be declared as first ranked Bidder and will be invited for negotiations. The second ranked Bidder shall be kept in reserve and

may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP document.

## **5. NEGOTIATIONS**

- 5.1 The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 5.2 Negotiations with selected Bidder will commence with a discussion of technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions without affecting the scope of work. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting, Deliverables, and payment term.
- 5.3 The Client will not consider substitutions in the proposed key personnel during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the successful Bidder within the period specified in the letter of invitation to negotiate.
- 5.4 Any need for substitution as a result of negligence on the part of the successful Bidder such as non-confirmation of availability of key personnel before submission of proposal may result in disqualification of the successful Bidder and bid security of such Bidder be forfeited.
- 5.5 Changes agreed upon will then be reflected in the draft contract, including all tax liabilities and all costs, etc.
- 5.6 The Contract will be awarded after successful negotiations, with the selected Bidder. In the event the selected Bidder fails to reconfirm its commitments during negotiations such that there arises a material deviation in the technical proposal as evaluated by the Client, then the Client reserves the right to disqualify the proposal of the selected Bidder and designate the next ranked Bidder as the selected Bidder and invite it for negotiations.
- 5.7 The Contract will be awarded after successful negotiations, with the qualified/selected Bidder.

## **6. SUBSTITUTION OF KEY PERSONNEL**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Scope of Work mentioned in this RFP. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of the Key Personnel. Such substitution shall be immediate and shall be limited to a maximum of two Key Personnel subject to equally or better qualified

and experienced personnel being provided to the satisfaction of the Client. Any subsequent substitution of Key Personnel would call for reduction of remuneration by 30% of the remuneration of the personnel so replaced for the remaining period. Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause. Inability of consultant to deploy Team Leader for the assignment will be grounds for termination by the Client.

## **7 AWARD OF CONTRACT**

7.1 The contract will be awarded following negotiations. A Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder, and the next highest ranking Bidder may be considered.

### **7.2 Performance Security**

Performance Security equivalent to 3 (Three) percent of the total cost of negotiated value shall be furnished from a nationalised/ Scheduled Bank, on the date of signing of the contract(as part of contract), in the form of a Bank Guarantee valid for a period of 24 months in the format specified. The validity of performance security shall be extended until the completion of the assignment by the Consultant and will be released 90 (Ninety) days after the completion of the assignment.

7.2.1 The Penalty for error/variation and Penalty for delay shall be recovered by appropriation from the Performance Security or otherwise as provided in the Draft Contract.

7.2.2 If Selected Bidder fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Client as compensation.

7.2.3 If any amendment is issued to the Contract, the Selected Bidder shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

7.2.4 The Client shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of penalty. Subject to the above sub-clauses, the Client will release the Performance Security without any interest to the Selected Bidder on completion of the firm’s contractual obligations.

**7.3 Execution of contract**

After acknowledgement of the LOA, the Successful Bidder shall execute the Contract Agreement within 7(Seven) days from the date of acknowledgement of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.

**7.4 Commencement of Assignment:**

The consultant shall commence the work shall be commenced within 15 (Fifteen) days from the date of signing of contract. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Client will withdraw the LOA and cancel the agreement. The client may invite the second ranked Bidder for negotiations followed by contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited by the Client.

**8. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Client in relation to matters arising out of or concerning the Selection Process. The Client will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Client.

**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, the Client 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, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.

9.2 Without prejudice to the rights of the Client under the Clause herein-above, the rights and remedies which the Client may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by the Client 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 the Client during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by

the Client 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 the Client 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 there from, 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 the Client, 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 the Client 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 the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **10. DISPUTE RESOLUTION**

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. For any dispute

arising out of this Agreement / Contract, only the Courts in Chennai shall have jurisdiction to entertain such a dispute. Parties can also choose Arbitration clause as stated in Agreement clause 21 of Form 6L .The language for communication shall be in English.

#### **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 the client 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 three months both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the contract.

#### **12. LIQUIDATED DAMAGES**

In the event of delays in submission of the deliverables vis-a-vis the Timeframe prescribed for the proposed Deliverables in the Clause 4 of Section 5 of the RFP pertaining to the submission of the Deliverables, Liquidated Damages will be payable at the rate of One Percent of the Awarded Lumpsum Fees per week or part thereof of delay, subject to a maximum of Five Percent of the Awarded Lumpsum Fees.

#### **13. CONDITIONS OF TERMINATION OF THE CONTRACT**

The client shall have the right to terminate this contract in part or in full under any of the following circumstances:

- i. Time is the essence of the contract and therefore, the contract is liable to be terminated if the consultant fails to deliver the job within the stipulated date and time.
- ii. If the consultant has been found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- iii. In the event of non-performance / or unsatisfactory performance by the consultant.

- iv. If the consultant becomes bankrupt or otherwise insolvent.
- v. When both parties mutually agree to terminate the contract.
- vi. Any special circumstances, which must be recorded to justify the cancellation or termination of the contract.
- vii. In any unlikely event of termination from the consultant, the matter shall be discussed with TIDCO and shall have to be mutually agreed upon.

**14. MISCELLANEOUS**

- 14.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 14.2 The Client, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. 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;
  - b. Consult with any Bidder in order to receive clarification or further information;
  - c. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
  - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 14.3 All documents and other information provided by Client or submitted by a Bidder to Client shall remain or become the property of Client. Bidders are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 14.4 The Client reserves the right to make inquiries with any of the clients mentioned by the Bidders in support of their previous experience record.

## SECTION 4

### ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

#### 1.1 Minimum Eligibility Criteria

To be eligible for the qualification and short-listing, the Bidder (Sole Firm or Consortium) shall fulfill the following conditions of eligibility:

1	<b>Registration/ Incorporation</b>	<p>The Bidder (Sole firm/lead 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 or any foreign company in consortium with an Indian company, as per applicable FDI norms.</p> <p>The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.</p>
2	<b>Experience</b>	<p>The Bidder should have completed following consulting services in the last 15 years as on March 2022:</p> <p>a) Should have completed TEF/DPR which includes Master Plan, Financial assessment, Project structuring, Site specific surveys for at least One Airport project with Handling Capacity of 30 or more million Passengers Per Annum</p> <p>AND</p> <p>b) Should have provided Transaction Advisory services to Government entities/ Public Sector entities for at least one Transportation Infrastructure Project with minimum project value of INR 1000 crore. (Here Transportation Infrastructure projects means Ports, Airport, Rail, Road and Metro Rail)</p>
3	<b>Financial Eligibility</b>	<p>Minimum average annual turnover from consultancy services from any three years in the last six financial years should not be less than Rs.300 crore”</p> <p>In case of consortium, this financial eligibility shall be fulfilled collectively by the consortium members.</p>

4	<b>Project Core Team – Bidder should have a dedicated core team as below</b>		
		<b>Position</b>	<b>Qualifications and Experience</b>
	i	Team Leader	<p>Should have a B.Tech/BE/MBA or equivalent Post graduate Degree from a reputed institutes with atleast 20 years of experience in Infrastructure /Transportation/Aviation Sector</p> <p>Should be an employee of the Bidder with expertise in Airport Development Projects</p> <p>Should have successfully completed consultancy service for development of any one Airport Infrastructure facility for an Airport with Handling Capacity of 30 or more Million Passengers Per Annum</p> <p>Should have completed consultancy service as a Team leader for at least one Transport Infrastructure project with minimum project value of Rs.500 crore.</p> <p>In case of consortium, the Team Leader must be from the lead Member of the Consortium and should be an employee of the lead member of the consortium.</p>
	ii	Airport Sector Expert/ Aviation Sector Expert	<p>Should have a B.Tech/BE/MBA or equivalent Post graduate Degree from a reputed institutes with atleast 15 years of experience in Airport Sector dealing with air traffic growth, airport administration, operation, management and aviation forecasting and Policy related matters for Aviation Sector.</p> <p>Should have experience of working in atleast one Airport Project with minimum Passenger capacity of 10 million per annum</p>
	iii	Airport Planner	<p>Should have a B.E/B.Tech/B.Arch/M.Arch/B.Plan/M.Plan or equivalent Post graduate Degree from a reputed institutes with over 15 years of relevant experience including infrastructure/Heliport/Airport/Aviation Hub projects</p> <p>Should have experience in atleast one Airport Project with minimum Passenger capacity of 10 million per annum</p>

	iv	Financial Expert	Should have an MBA (Finance)/CFA/CA with minimum experience of 15 years in providing financial advisory services for infrastructure Project. Should have experience of preparation of financial model of atleast one Airport project.
	v	Environmental expert	Should have a B.E/B.Tech with Post Graduate degree in Environmental studies or related field with minimum of 15 years of experience.  Should have experience in undertaking EIA of atleast one project of value of INR 500 crore and should have obtained EC from MoEF.
	vi	Social Expert	Should have a Masters in Sociology/Economics/social economics or related field with minimum 15 years of experience  Should have experience in undertaking atleast one SIA assignment for infrastructure project of value of INR.500 crore
	vii	Procurement Expert	Should have a BA(LLB)/equivalent with over 15 years of experience in Advisory related to infrastructure projects.  Should have experience of Preparation of EOI, RFQ, RFP, DCA for Advisory related to infrastructure projects value of Rs.500 crore.

**Note:** For projects in currency other than INR, claimed by individual expert in their CV, the project cost shall be converted to INR on the date of award (duly mentioning the conversion rates adopted with dates).

1.2 The consultants are required to submit self-attested copies of the following:

- i. Documents verifying the claim on experience as per above including the appointment letter or work order or contract agreement and letter of successful completion from the client. The experience or assignment period of 15 years shall be reckoned from 01.04.2007.
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate
- iv. Company Registration certificate
- v. Copy of company annual reports, audited Balance Sheets along with Profit and Loss Account statements of the firm for best of three financial years within the last Six financial years(The financial year being Year 2016-17,Year 2017-2018,Year 2018-19,Year 2019-20,Year 2020-21 and Year 2021-22 or for different accounting period of year ending 2016,2017,2018,2019,2020,and 2021 ) shall be submitted.

S. No	Financial Year	Annual Turnover (Rs. in crore)	Net worth (Rs. in crore)
1	2016-2017		
2	2017-2018		
3	2018-2019		
4	2019-2020		
5	2020-2021		
6	2021-2022		

1.3. 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. SELECTION PROCESS

### 2.1 Technical Evaluation Criteria

Sl.No	Qualification Criteria	Max Marks
	<b>Project experience of the Bidder</b>	
1	Experience in preparing TEFR/DPR which includes Master Plan, Financial assessment, Project structuring, Site specific surveys for Airport project in last 15 years a. One Project with Handling Capacity of 30 or more million Passengers Per Annum– 10 marks b. Additional airport project with handling capacity of minimum 5 million passengers per annum or above – 5 marks for each project (maximum 15 marks)	<b>25</b>
2	Experience in providing Transaction Advisory services to Government entities/ Public Sector entities for Transportation Infrastructure Project in last 15 years. a. One Project with minimum project value of INR 1000 crore – 5 marks b. Additional Projects with minimum value of INR 500 crore– 2.5 for each project (maximum 5 marks)	<b>10</b>
3	Approach, Work Plan & Methodology and Presentation i. Technical approach & Methodology for Implementation of tasks of the assignment – 20 Marks ii. Technical Presentation -20	<b>40</b>

4	<b>Project Core Team (7 members)</b>	<b>25</b>
	<p>(i) Team Leader - 5 marks(max) Qualifying Project –Development of any one Airport Infrastructure facility for an Airport with Handling Capacity of 30 or more million Passengers Per Annum</p> <ol style="list-style-type: none"> <li>Qualifying project – 3 marks</li> <li>Additional Airport project served as Team Leader for minimum one year – 1 mark</li> <li>Additional Airport project with an estimated capacity of minimum 5 million passengers per annum or above – 0.5 marks for each project maximum 1 marks)</li> </ol>	
	<p>(ii) Airport Sector Expert - 4 marks (max) Qualifying Project – one Airport Project with minimum Passenger capacity of 10 million per annum</p> <ol style="list-style-type: none"> <li>Qualifying project – 2marks</li> <li>Additional Airport project with an estimated capacity of minimum 5 million passengers per annum or above – 1 mark for each project (maximum 2 marks)</li> </ol>	
	<p>(iii) Airport Planner - 4 marks (max) Qualifying Project – one Airport Project with minimum Passenger capacity of 10 million per annum</p> <ol style="list-style-type: none"> <li>Qualifying project – 2 marks</li> <li>Additional Airport Projects of capacity minimum 5 million passenger per annum -1 mark for each project (maximum 2 marks)</li> </ol>	
	<p>(iv) Environmental Expert- 3 marks (max) Qualifying Project- undertaking EIA for one project of value of INR 500 crore and should have obtained EC from MoEF.</p> <ol style="list-style-type: none"> <li>Qualifying project – 2 marks</li> <li>Additional Projects with minimum value of INR 250 crore– 0.5 mark for each project (maximum 1 marks)</li> </ol>	
	<p>(v) Financial Specialist - 3 marks (max) Qualifying Project –Preparation of financial model for one Airport project</p> <ol style="list-style-type: none"> <li>Qualifying project– 2 marks</li> <li>Additional Projects -Airport/other Infrastructure Project – 0.5 mark for each project (maximum 1 marks)</li> </ol>	

	(vi) Social Expert - 3 marks (max) Qualifying Project – Undertaking SIA for infrastructure project of value of INR 500 crore a. Qualifying project – 2 marks b. Additional Projects with minimum value of INR 250 crore- 0.5 mark for each project (maximum 1 marks)	
	(vii) Procurement Expert-3 marks(max) Qualifying project - Preparation of EOI, RFQ, RFP, DCA for Advisory related to infrastructure projects value of Rs.500 crore a) Qualifying project– 2 marks b) Additional Projects with minimum value of INR 250 crore- 0.5 mark for each project (maximum 1 marks)	
	Note: i. Curriculum vitae of personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). ii. CV's without copy of educational certificates and experience particulars will be rejected.	
	<b>Total</b>	<b>100</b>

**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.

## **SECTION 5**

### **TERMS OF REFERENCE**

#### **1. PREAMBLE**

Tamil Nadu, spread across an area of 130,058 sq. km. and with a population of 72.14 million, is one of the most urbanised and industrialised states of India. Its strategic location, a conducive business environment and a favourable ecosystem are some of the key factors that have led to the State's prominence as a business hub.

In addition to its economic development, the State also has a well-developed social ecosystem. Tamil Nadu is home to many conglomerates and companies from several foreign countries. Many companies from countries such as USA, UK, Republic of Korea, Japan, Germany, France, etc. have a base in Tamil Nadu. More than 40,000 expats find a conducive environment to live in Chennai due to the presence of major star hotels, quality international and national educational institutions, latest state-of-the-art healthcare facilities as well as quality and variety of food available across the State.

The state has 4 international airports at Chennai, Coimbatore, and Trichy and Madurai and 2 domestic airports at Thoothukudi & Salem. Chennai airport is the 4<sup>th</sup> busiest airport in the country handling 22.54 million passengers in 2018-19 (Pre-Covid year) constituting a 6.5% share in India's total passenger movement in 2018-19.

Chennai airport is expected to get saturated by 2028 as per traffic growth forecasts. Considering the fast traffic growth, the Government of Tamil Nadu intends to develop a Greenfield airport near Chennai. Towards this end, Government of Tamil Nadu is in the process of identification of a site near Chennai for setting up a Greenfield Airport. Tamilnadu Industrial Development Corporation (TIDCO) Ltd. has been appointed as the nodal agency for development of the Greenfield Airport. TIDCO proposes to prepare a Techno Economic Feasibility Report including survey, master plan, financial model, mandatory clearances, bid management etc., for the Greenfield Airport site through a consultant.

#### **2. OBJECTIVE**

The major objectives of this assignment are:

- i. To carry out market demand assessment and air traffic forecasting.
- ii. To identify the technical and economic factors influencing development and operation of airport at the Greenfield Airport site and carry out the site specific geo-surveys/ other studies including but not limited to pre-development cost study and complete Techno-Economic Project report.
- iii. To carryout OLS (Obstacle Limitation Surface) study and to prepare, provide Aeronautical charts & Maps with due approval of AAI (ANS service provider) as required

- iv. To prepare a detailed Master plan incorporating Airside facility, Land side facilities and associated infrastructure facilities including commercial facilities, MRO facilities and other facilities.
- v. To identify infrastructure, its development phases and prepare cost estimates and financial models for the project.
- vi. To study and prepare a DTER conforming to the Greenfield Airport policy issued by the Ministry of Civil Aviation.
- vii. To prepare additional specific reports and documents as necessary to obtain the required clearances for the proposed airport from various agencies and any statutory authorities as may be required for implementation of the project.
- viii. To undertake EIA (Environmental Impact Assessment) with EMP (Environmental Management Plan) and Social Impact studies
- ix. To prepare and submit documents and obtain required clearances/approvals from various statutory agencies/authorities.
- x. To recommend an institutional structures and development models under various frameworks.
- xi. To prepare documents including Project Information Memorandum, Bid Documents, Concession Documents, EOI, RFP/RFQ for selection of Developer/JV Partner/executing agency as per the Government approved development model.
- xii. To assist in conducting bid process management for Proposed Development Model

### **3 SCOPE OF WORK**

3.1 The above objectives of the assignment have been divided into three key tasks as given below:

- Task-1: Preparation of various elements of DTER namely (but not limited to) Traffic Demand & Market Assessment, OLS study and related Charts, Master Plan, site specific survey & studies, project cost, revenue & other financial estimations, Project structuring and development options
- Task-2: Preparation of EIA,EMP & SIA reports and all other specific reports and documents required for obtaining ALL approvals/ clearances from various ministries or directorates of Central and State Governments and obtaining the required clearances and approvals except Greenfield Airport Site Clearance – Location clearance
- Task-3: Preparation of Business Plan(s), Project Structuring, Preparation of Bid Documents and its schedules, Bid Process Management and contract finalization for selection of Developer/JV Partner/executing agency as per the Proposed Development Model.

### 3.2 DETAILED SCOPE OF WORK

#### Task 1: Preparation of Detailed Techno-Economic Report (DTER)

##### 1.1 Traffic Forecasting and Demand & Market Assessment:

- a. To prepare historical passenger and aircraft movements and cargo traffic growth of Chennai airport over the last 15 years (minimum).
- b. Assess the peak hour operating capacity of Chennai Airport considering the designed annual capacity of existing terminals and current additional capacity expansion, airside infrastructure capacity and expansion constraints, if any, and operating standards as per international guidelines.
- c. Analyse the air traffic growth trends and subsequent projections on the demand & supply scenario.
- d. Forecast future traffic (Passenger, Aircraft and Cargo) up to FY 2069-70 at an interval of 5years starting from FY 2023-24 considering major demand drivers such as industrial growth, regional economic growth, tourism growth, per capita incomes, etc., considering Chennai as a single location/destination. Forecasts shall be presented as annual and peak hour forecasts with pattern of traffic for every 5 years starting from FY 2023-24 up to the period FY 2069-70.
- e. The Consultant shall assess and present a reasonable forecast of air, rail and road traffic volume and requirements for passengers/tourists and goods/ commodities. Based on the growth pattern, the base traffic estimated to be handled shall be projected over a time horizon of 35 years. The projections in intervals of 5 years i.e.5th, 10th, 15th year etc. shall be made to assess the facility requirements over a period of time.
- f. The Consultant shall also assess and present a reasonable forecast of to& fro traffic movements via road and rail connectivity to the proposed Greenfield Airport and between the existing Chennai Airport as well as the proposed Greenfield Airport.
  - i The passengers, staff of various service providers, visitors, cargo etc that are expected to travel between the existing and the proposed Greenfield Airport.
  - ii Passengers, staff of various service providers, visitors and cargo that will directly reach the proposed Greenfield Airport from various part of Chennai

The estimation of the above should be on the basis of peak hour day and average day numbers. Specific recommendations for efficient surface travel and stretch that need improvement, their location etc should be documented.

- g. Assess various City side and Airside infrastructure facilities required to be developed to cater to the projected traffic and also for development of multilevel parking, ground level parking and commercial facilities on the land side. The land requirement for various aeronautical service providers including flight catering services, passenger travel related non-aeronautical services but exclusive of commercial development related areas should be arrived at based on norms and best practices.

## **1.2: Aviation Sector Study**

The Consultant should collect and assess (but not limited to) the following preliminary details:

- a. Analyze the air traffic growth trends and the demand & supply scenario for Aviation Hub, MRO facilities, Aerospace and Commercial development and also assess the potential to develop as an Aerotropolis and to identify corresponding land requirements.
- b. The Study and reports shall be pursuant to the Regulatory framework overview and approvals/clearances required for setting up of Greenfield Airports as per Greenfield Airports Policy of the Ministry of Civil Aviation, Government of India
- c. To identify existing civil and defence airports in the vicinity of the existing Chennai Airport and the proposed Greenfield airport along with notified restrictions.
- d. Fiscal & Other Government incentives
- e. Potential economic multiplier demand expected to be generated due to the project

## **1.3: Assessment of the Project Site**

- a. Locational features
- b. Site Map, Regional Maps, Location on Survey of India Topo sheets, list and location of DGPS pillar locations, list and location of DGPS control points. The DGPS instruments used for survey shall meet the level of accuracy specified in ICAO recommendations.
- c. OLS study survey to be carried out through competent surveyors who have previous experience at airport. Those who are accredited to ISO 9001:2008 standards or operate an equivalent professionally qualified surveyors and project managers to oversee the survey. The surveyor shall have sufficient knowledge in aerodrome surveying techniques and experienced aerodrome environment. They shall also have Competency to prepare the Aerodrome charts as required and stated in relevant ICAO documents. Consultant shall interact with AAI(Airports Authority of India) and be satisfied with the competency of the OLS surveyors in conducting survey , preparation of charts etc.

- d. Assess the availability of supporting infrastructure like power supply, water supply, sewerage system, waste disposal and transportation linkages like Road and Rail.
- e. Climatic Conditions, Rainfall data and its Services availability
- f. Surrounding Development, Population, Water, Noise & Air pollution and disturbances
- g. Socio-Economic Data and Industrial Data in the Greater Chennai Region and around the proposed Greenfield airport site
- h. Preparation of the Techno-Economic Feasibility Report for setting up the proposed new Greenfield Airport after taking into account obstacles if any in the path of aircraft approach as per OLS survey findings. Consultant to account for other factors as may be relevant. The technical assessment study should cover the activities such as (but not limited to):
  - Contour Survey
  - Topographical Survey
  - Geotechnical survey
  - Meteorological Assessment,
  - Earth filling and grading, drainage, and soil characteristics, soil treatment/improvement requirements.
  - Hydrological Survey, water shed management, which would include rerouting of channels etc as required
  - Other operational and technical assessment of the site.
  - Interconnection of surrounding water bodies as required
  - OLS study survey
  - To identify the EHT/LT electric supply lines that are to be diverted within airport area and approaches of runway(s)
- i. Regional connectivity and the accessibility of the site: the consultant shall review the existing connectivity of the site and propose additional connectivity requirements to ensure seamless and fast travel to the proposed Airport.
- j. To assess the land quantum requirement of various aeronautical and non-aeronautical services including requirement of various reserve service providers

- k. To assess the land requirement for project facilities both airside and land side to meet a 30 years planning horizon or 100 million Airport capacity and also on the basis of maximum capacity utilization

#### **1.4: Preparation of Airport Master Plan**

The Master plan shall be carried out for the area of land envelop map available with TIDCO. The requirement to integrate site data appropriately is part of the work of the Consultant. *Client expects this activity to go in parallel with preparation of Feasibility report.*

##### **a. Master Plan:**

Preparation of Master Layout plan in conformity with ICAO and DGCA (CAR) guidelines, Preparation of land use planning and zoning, Assessment of development options/Recommendation of phase wise development, project schedule etc., be made and supported. An airport master plan which should include, inter-alia, the requirements for the following:

- Number and length of Runways and taxiways, number of aircraft parking stands and other airfield facilities and development. These should be designed for the Critical Aircraft type that is selected and proposed by the Consultant with scope for expansion
- Passenger and cargo terminal development and its utilization.
- Identification and assessment of potential cargo that can be economically handled at the Airport
- Ground access and external connectivity infrastructure.
- Commercial infrastructure of non-aviation users and supporting business development requirements.
- MRO; General aviation related facilities.
- Hangars for Domestic & International Airlines
- Aviation Fuel Storage, Flight catering service units, Sewage Treatment and other waste management systems etc
- Area requirement for ground handling.
- Airlines city side ticket offices cum administrative terminals.

- Reserved Activities service requirement –AAI for ATM/CNS, MET for observatory radars etc., CISF, Custom house, Immigration, Intelligence unit, State Police, Quarantine service, BCAS, DGCA etc.
  - External utilities including safety requirements for Fire
  - Security and surveillance
  - Other services which are necessary for the Airport
- b. The Consultant shall prepare a Master Plan to make the proposed Greenfield Airport as a Hub and account for the following requirements (but not limited to):
- Economics of stopover of the over-flying aircrafts at the Greenfield airport.
  - Possible diversion of cargo movement from other airports.
  - Short term & Long term parking space for cars, buses, cargo vehicles and staff vehicles.
  - Interface with possible modes of surface transport including high speed rail/Metrorail
  - Accommodation requirements for transit passengers at the airport;

The Consultant shall re-assess the land requirements for the various components of the Greenfield airport and other city side development which will generate non-aviation revenue at the airport site.

The Consultant shall also determine the phase-wise development of the project and shall clearly delineate exact extent of land parcel required for first phase of the project development.

With the above identification of the key facilities and associated areas, the Master Plan shall be prepared showing the location of all airport facilities and ensure that the city side development proposals are properly integrated with the overall development. The Consultant shall chalk out bulk land/space allotment for various users in the Master Plan

A presentation on the Master Plan would be made by the Consultants, based on which inputs from TIDCO/Government should be taken and the plan should be accordingly modified/fine-tuned, before embarking on further detailed studies

- Disaster risk concerns on site and mitigation strategy
  - Performance standards: Consultant would specify minimum performance standards and other output specifications expected from the Developer of the Project
- c. Prepare 3D walkthrough of 5 minutes duration & 2minutes duration and physical Model of not less than 6.5 feet x4 feet ( can be easily transportable, placed and secured) of the

proposed project showing various components/ project facilities of the project along with labeling of each component.

### **1.5: Economic and Financial Assessment**

The Consultant shall undertake economic and financial assessment for the Project. The analysis shall inter-alia cover the following:-

- a. Cost Estimates: The Consultant shall make a cost estimate for pre-development, overall land development, creation of infrastructures, its operation and maintenance components involved in the proposed Greenfield Airport.
- b. Phasing of the Development: The Consultant shall phase out the development so as to optimize the investment requirement for the development of the Project and prepare the items of work in different phases of the project and its project capital cost based on line cost (abstract cost)
- c. Revenue Estimate: The Consultant shall identify and estimate the various sources of revenue that can be generated from all sources in the operation of the Project and other development
- d. Cash flow analysis: The Consultant shall perform a cash flow analysis on the operation of the Project
- e. Financial model: The Consultant shall prepare financial models to assess the key financial parameters such as Project IRR, Equity IRR, DSCR, cash flows etc. The Financial Model for the airport concession shall be prepared after accounting the following but not limited to:
  - Passenger traffic forecast (domestic and international),
  - Aeronautical services and non-aeronautical services
  - Passenger related aero and non-aero revenues estimates,
  - Other revenues such as MRO etc.,
  - Operational expenditure of aeronautical and non-aeronautical services,
  - Land cost and leasing options,
  - Tariff regulatory guidelines of AERA,
  - Cost of equity, Financing, Depreciation norms and Tax related issues, etc.

- f. Sensitivity analysis: The Consultant shall carry out sensitivity analysis using financial models to understand impacts of specific variables such as traffic, infrastructure costs, tariffs, means of financing etc. on project financials.
- g. Examine the options and feasibility of financing the project.
- h. Break-even analysis shall be conducted for the project which clearly specifies the break-even point (number of passengers), break-even capacity (%), break-even income, contribution per passenger and other factors for each stage of development of the airport
- i. Financial models with options for different debt/equity mix with its corresponding rates shall be prepared for various scenarios and arrive at the optimum range of debt-equity ratio by balancing the interests of shareholders and users.
- j. The Consultant shall carry out economic impact analysis and work out the Economic Rate of Return (ERR) for the Project. Principal financial viability indicators of the Project including the Internal Rate of Return shall be worked out by the Consultants based on projected profitability
- k. The Consultant shall adopt suitable methodologies to assess the key economic benefits likely to be generated from the Project in the form of direct, indirect and induced impacts
- l. The assessment of benefits during both construction and operational phases of the Project shall be assessed
- m. To prepare 1<sup>st</sup> Phase cost estimate for 20 million Passengers Terminal alongwith associated airside and city side facilities for successful commissioning of Greenfield Airport. CNS/ATM services, MET services and other mandatory services be estimated including its civil, electrical works (other than equipment) and be shown separately. The SPV will prepare appropriate Terminal model and its detailed engineering etc.

#### **1.6: Project Structuring and Development Model**

- a. Evaluation of the most suitable development/implementation model such as, through State Government, Entity of the State Government, Joint Venture, PPP, Private entity, etc for financing, developing and operation of a Greenfield Airport along with its relative merits and demerits for the State Government as per the Greenfield Policy
- b. Determining the indicative structure for developing the Project - Optimize the Project structure under various implementation options;
- c. Demarcation of the roles of the key stakeholders

- d. Definition of the institutional framework for implementation of the Project
- e. Risk Analysis – Mitigation measures for various risks such as natural hazards, development risk, regulatory risk, commercial risk, financial risk, security risk or any other risk associated with the project etc.

## **2.0 Task 2: Preparation of EIA & SIA and Obtaining all statutory approvals and necessary clearances for the airport**

### **2.1 Environment and Social Impact Assessment**

The consultants shall also undertake necessary primary and secondary surveys to prepare a complete Environment Impact Assessment Report (EIA) and Social Impact Assessment (SIA) Report through a sector specific agency. The key activities include (but are not limited to) the following:

- a. Undertake ESIA studies and Preparation of Form 1, Form 1A, other forms and conceptual plan
  - Submission of Form 1, Form 1 A, other forms and conceptual plan to Central Expert Appraisal Committee (EAC) and/or to State Expert Appraisal Committee (SEAC) as required.
  - ToR finalization & presentation
  - Follow-up for obtaining Approved TOR from SEAC/ EAC
  - Start EIA process
  - Primary and secondary data collection and generation for preparing EIA/ EMP report
  - Collecting various baseline data on different environmental and social parameters including household level data and demographic profiling
  - Impact analysis by experts
  - Suggest specific policies and strategies to minimize air, water, noise, energy and land pollution
  - Suggest strategies to improve efficient use of natural resources by (a) minimizing wastes (b) encourage recycle and reuse (c) greater use of non-conventional sources and technologies and by, (d) maintain adequate green cover
  - Undertaking public consultations if applicable and getting requisite clearances
  - Preparation of Final EIA and EMP report

- Preparation of Final SIA report
- b. Public consultation in coordination with Client and concerned Authority
- c. Obtain requisite approvals from relevant authorities as per MoEF guidelines
  - Prepare/gather all the information as per application format or checklist format as desired by regulatory authority for obtaining EC for the project.
  - Submission of application and necessary documents to the concerned authorities
  - Presentation to concerned authorities for ensuring approvals
  - Procure Environmental Clearance (EC) for the project

## **2.2 Obtaining statutory clearances**

- Preparing details of statutory clearances required based on the present statues and obtaining such clearances.
- Preparing the necessary documentation and obtaining all necessary approvals including but not limited to In-principle Approval MoD clearance, Environmental Clearances etc. as required by the Greenfield Airports Policy from Steering Committee, DGCA, AAI, MOCA, MoD, MoEFCC, CBEC, MoHA and other statutory agencies.
- Preparing a PERT chart with timelines for documentation, discussion with relevant stakeholders and obtaining necessary approvals.
- Preparing documents/ forms as per stated guidelines of the State Government departments/ agencies and obtaining approvals and clearances for the project.
- Preparing responses to queries raised by government agencies in relation to the documents submitted for approval, if any.
- Besides all statutory approvals, the consultant shall also be responsible for obtaining approval of DTER and bid documents from the state and central government as required.
- The consultant has to ensure that all requirements of Guidelines for setting up of Greenfield Airport issued by Ministry of Civil Aviation, Government of India are complied with.

### 3.0 Task 3: Bid Process management for the Government approved development/implementation Model

- i Assist in Preparation of standard bidding documents like RFQ, RFP, Contract agreement and all relevant document till the identification and signing of the contract with the JV Partner/developer/executing agency.
- ii Assist in conducting the Pre – bid meetings with the prospective bidders, answering the queries raised by the prospective bidders, evaluation of the bids received and selection of the preferred Bidder.
- iii Assist in negotiations with the selected bidder
- iv Support in executing the contract/ agreement with the successful bidder.

### 4. DELIVERABLES AND PAYMENT TERMS

The proposed deliverables and timeframe for the assignment are provided in the following table:

	<b>Deliverables</b>	<b>Timeline (T=0) from the defined and reckoned commencement of work</b>	<b>Payment percentage</b>
<b>Task-I</b>			
1	Inception Report covering all aspects	T + 3 weeks	3%
2	Submission of Draft DTER	T+ 18 weeks	7%
3	Submission of final DTER including Master Plan along with Aerodrome charts & Project structuring. And Business Plan, Project Structuring and assisting in conducting bid process management for Proposed Implementation Model.	T+ 20 weeks	10%
<b>Task-II</b>			
4	Preparation and submission of EIA,EMP, SIA reports to MoEF and finalization of ToR in obtaining Environmental clearances as required	T+24 weeks	10%

5	Preparation and submission of documents to concerned Ministries for obtaining Project clearance approval, in-principle approval, all other specific approvals, etc from Central and State Governments and authorities except MoEF	T+24 weeks	5%
6	Obtaining clearances from various Ministries/Departments and/or execution of MoU including project in-principle approval as required except MoEF	T+64 weeks	10%
7	Obtaining Environmental Clearance	T+104 weeks	20%
<b>Task-III</b>			
8	Issue of Expression of Interest, RFQ, RFP for Bid process as required.	T+54 weeks	5%
9	Submission of Bid Evaluation Report	T+74 weeks	10%
10	Issue of Letter of Award (LoA) to the successful bidder	T+83 weeks (subject to State and Central Government approvals)	10%
11	Site mobilization of successful bidder	T+87 weeks	10%

At each stage Consultant to submit one set of soft copy plus 3 sets of hard copies to TIDCO. With regard to documents for various clearances, the required number of sets as required shall be prepared and submitted.

The review committee will review the reports submitted by the consultant periodically. The decisions/suggestions carried out will be reviewed in the subsequent meeting.

## **SECTION 6**

### **TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION FORMS AND STANDRAD FORMS**

- 6A.** Technical Proposal submission form
- 6B.** Format for Power of Attorney for authorized signatory
- 6C.** Format for Power of Attorney for lead member of consortium (applicable for consortium)
- 6D.** Format for Joint Bidding Agreement (applicable for consortium)
- 6E.** Format for submission of information towards eligibility criteria
- 6F.** Format for providing a summary of experience of the Bidder
- 6G.** Format for providing experience of the consultant for technical evaluation
- 6H.** Team composition and task assignments
- 6I.** Format of Curriculum Vitae of proposed professional staff
- 6J.** Description of the methodology and work plan for performing the assignment
- 6K.** Format for Financial Proposal Submission Form
- 6L.** Draft Contract Agreement
- 6M.**Format of Performance Security in the Form of Unconditional Bank Guarantee
- 6N.** Check list for submission

## 6A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)

TO: (Name and Address of TIDCO)

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**Subject:** Tender for Selection of Consultant for Development of Greenfield Airport at Parandur near Chennai- submission of Technical proposal

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 **selection of Consultant for Development of Greenfield Airport at Parandur near Chennai**. The Proposal is unconditional and unqualified.
2. I/We agree to keep this offer valid for 180 (Ninety) 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. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;

- ii. I/We do not have any conflict of interest in accordance with the terms of the RFP Document;
  - iii. 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
  - iv. 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 6 D 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:

## 6B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY<sup>1</sup>

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 the ..... Project proposed or being developed by the ..... (the “Client”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid meeting and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into the Agreement with the Client.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

<sup>1</sup> To be submitted in original.

(Name, Title and Address of the Attorney)

Notes:

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

## 6C. FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM<sup>2</sup>

Whereas the ..... (“the Client”) has invited Bids from interested parties for the ..... Project (the “Project”).

Whereas, ....., ....., .....and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, .....having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out

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<sup>2</sup> To be submitted in original.

of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Client.

AND 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/ Consortium.

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

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

*Notes:*

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

**6D. FORMAT FOR JOINT BIDDING AGREEMENT**  
***(To be executed on Stamp paper of appropriate value)***

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20....

**AMONGST**

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

**AND**

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

**AND**

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

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

**WHEREAS,**

- (A) Tamilnadu Industrial Development Corporation (TIDCO), represented by its Chairman & Managing Director and having its principal offices at 19-A, Rukmini Lakshmi pathi Salai, Egmore, Chennai - 600 008, INDIA (hereinafter referred to as the “**Client**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for “Selection of Consultant for development of Greenfield Airport near Chennai”

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A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

**3. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

**4. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the

Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

## **5. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Client Authority to the Bidder, as the case may be.

## **6. Miscellaneous**

6.1 This Joint Bidding Agreement shall be governed by laws of India.

- 6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Transaction Authority.

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

**SIGNED, SEALED AND DELIVERED**

*For and on behalf of*

**LEAD MEMBER by:**

*(Signature)*

*(Name)*

*(Designation)*

*(Address)*

**SIGNED, SEALED AND DELIVERED**

**SECOND PARTY**

*(Signature)*

*(Name)*

*(Designation)*

*(Address)*

**SIGNED, SEALED AND DELIVERED**

*For and on behalf of*

**THIRD PARTY**

*(Signature)*

*(Name)*

*(Designation)*

*(Address)*

**SIGNED, SEALED AND DELIVERED**

***In the presence of:***

**1.**

**2.**

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Client to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**6E FORMAT FOR INFORMATION ABOUT BIDDERS/CONSULTANCY FIRMS**

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

S.No.	ITEMS	DETAILS		
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)	Year of incorporation of the company under the Companies Act			
vi)	Banker's Name and Address			
vii)	Registration Number(under companies Act)			
viii)	Permanent Account Number(PAN)for Income Tax			
ix)	GST details			
x)	Best of three financial years within the last Six financial years	Financial Year	Annual Turn Over(Rs.Crore)	Net worth (Rs.Crore)
		FY2021-22		
		FY2020-21		
		FY2019-20		
		FY2018-19		
		FY2017-18		
		FY2016-17		
		Average		

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

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by registrar of companies/firms
- Copy of GST Certificate
- Copy of audited Balance Sheet and Profit and Loss Account statement for the best of three financial years within the last six financial years (Year 2016-17, Year 2017-18 and Year 2018-19, 2019-20, 2020-21, 2021-22)
- Auditor's certificate to verify the annual average turnover for the last six 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 excluding audit and tax services.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

**6F FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY**

(To be filled, signed and attached)

Relevant Services Carried Out in the Last 15 Years

Sl. no.	Period (From-To)	Name of the Assignment	Name of the Client	Location, Country	A brief description of the job	Airport Capacity (Million Passengers)/Project cost	Date of Completion of assignment

**Signature of Authorized Representative of the bidder**

**Note:**

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

## 6G FORMAT FOR PROVIDING EXPERIENCE OF THE CONSULTANT FOR TECHNICAL EVALUATION

### Relevant Services Carried Out in the Last 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: Phone No: Email id:		No. of Staff-Months; 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:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

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

**6H. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT (WITH DETAILED WORK SCHEDULE)**

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## 6I. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1.Key Staff

S. No	Name of the Key personnel	Proposed Position	Educational Qualification	Relevant Experience in Number of Years	Summary of tasks to be performed in the assignment
1.					
2.					
3.					
4.					
5.					
6.					
7.					

### 2.Support Staff

S. No	Name	Proposed Position	Summary of tasks to be performed in the assignment
1.			
2.			
3.			
4.			
5.			
6.			

**6J. 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:				

Name of assignment of project: Year: From:    To: Location: Client: Main project features: Positions held: Activities performed:
<b>Certification</b> 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 willful 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: _____

## 6K. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

(Name of Firm)

\_\_\_\_\_  
\_\_\_\_\_

To:

(Address of TIDCO)

Sir,

**Subject:** Tender for Selection of Consultant for Development of Greenfield Airport at Parandur near Chennai- submission of Technical proposal

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for proposal dated **xxxxxx** and our proposal (Technical and Financial proposal) dated **xxxxx**. Our attached financial proposal is for the sum of **Rs..... (Figures) (Rupees. Words only/-)**. This amount is exclusive of all Goods and Services taxes estimated at INR ..... (Figs) (Rupees. Words only/-) after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.

Our financial proposal is binding upon us up to expiring of validity period of the proposal, i.e. **date xxx**.

We undertake that, in competing for and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept any proposal you receive.

Item	Amount in Rs.	
	Amount in digits	Amount in Words
Cost of the Financial Proposal		
(1) Remuneration		
(2) Other Expenditure		
<u>Total Base Cost of the Financial Proposal: A</u>		
<u>Tax (GST %)</u> : B		
<u>Grand Total (A+B)</u>		

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

Note:

1. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
2. The breakup of expenses shall be provided by Consultancy Firm as given below Form.
3. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).
4. In the case of assignment dropped mid-way or at any time after award, the above rates will be utilized for downsizing the payment on prorated basis of payment schedule.

**Break up for Cost Estimate of Services**

**I. Remuneration to Staff:**

S. No.	Key Professionals	Name	Rate Amount (Rs)	Man Months	Total Cost Amount (Rs)
1					
	Total - A				

S. No.	Support Staffs	Name	Rate Amount (Rs)	Man Months	Total Cost Amount (Rs)
1					
..					
..					
..					
	Total - B				

**6L. DRAFT AGREEMENT OF CONTRACT FOR THIS ASSIGNMENT TO BE CARRIED OUT BY FIRM**

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)  
(Name of Firm) .....  
PAN:  
GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this \_\_\_ day of .....2022 by and between Tamil Nadu Industrial Development Corporation Limited TIDCO('Client') having their office at ....., Chennai – 600028, and M/s. ...., ('Firm') (hereinafter will be referred as Firms) having their Office located at .....

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

2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about \_\_\_\_\_ months, during the period from \_\_\_\_\_ to \_\_\_\_\_.

3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.

The (Name of Client) will pay (Name of Consultant), within 15 days of receipt of invoice after approval of the report, which is as follows:

Amount .....	Currency
--------------	----------

The above remuneration includes all the costs related to carrying out the services, including overhead and including all taxes except GST.

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The risks and the coverage shall be as follows:

(a) Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];

(b) Professional Indemnity insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the Consultant];

(c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

9. The [Name of Consultants] shall also indemnify and hold harmless the (Name of Client) against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence of the [Name of Consultants] in the provision of services under this contract. The liability of the [Name of Consultants] under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilfulmis conduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Contract.

10. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. Either party may give notice for termination of this contract along with a rectification period of 30 days. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

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

13. The Consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The Consultants shall meet the Client with all the key personnel, as a proof of mobilization and commence work within 2 weeks from the date of signing of contract agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work.

14. The Consultant shall furnish a Bank Guarantee amounting to 3% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 10 days from the date of issue of LoA. The format is enclosed in Form 6M

15. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

16. All reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Consultants in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the Client.

17. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

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

19. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

20. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission. Confidential information does not include any information which:

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

## 21. SETTLEMENT OF DISPUTES

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

22.2. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.

(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

### 22.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

#### 22.2. By the Consultant

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

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

#### 22.3. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client

shall make the payments to the Consultant: for Services satisfactorily performed prior to the effective date of termination

## 23. Force Majeure:

### **a. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **b. No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **c. Measures to be Taken**

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 19.

### **Suspension**

The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

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

22. The jurisdiction of court will be at Chennai.

23. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Contract, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

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 Contract and after its termination, the Consultant and any entity affiliated with the Consultant and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**Strict Duty to Disclose Conflicting Activities:** The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

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

26. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for period indicated in the Form 6M format. Failing which the Performance Security shall be forfeited.

Place:

Date:

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

(Signature on behalf of Client)

(Signature on behalf of Consultant)

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

Annex A: Description of Services (Terms of Reference)

Annex B : Consultants Personnel

Annex C : Consultants Reportings Obligations

Annex D : Cost of the assignment with break up

Annex E : Performance Security

**6M. FORMAT OF PERFORMANCE SECURITY IN THE FORM OF UNCONDITIONAL BANK  
GUARANTEE**

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 (24) months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2022.

## 6N. CHECKLIST FOR SUBMISSION

Bidder(s) are requested to organize their Proposals as per the following checklist:

S. No	Description	Tick (Yes/ No)	Page No.
1	Technical Proposal Submission (Form 6A)		
2	Power of Attorney for Authorized Signatory (6B)		
3	Power of Attorney for Lead member of Consortium (6C)		
4	Joint Bidding Agreement (6D)		
5	Information about the Bidders/Consultancy firm (6E)		
(i)	Copy of Company Registration certificate		
(ii)	Copy of audited Balance Sheets along with Profit and Loss Account statements of the firm for the last Six financial years and Annual reports		
6	Technical Eligibility of the Firm (6F)		
7	Experience of the consultant for technical evaluation(6G) with documentary evidence		
8	Methodology and work plan (maximum 20 pages inclusive of charts and graphs) (6H)		
9	Team composition and Task assignments (6I)		
10	CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) (6J)		
11	Tender document fee - DD for Rs.25,000/-		
12	Bid Security -DD for Rs. 5,00,000/-		

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