



DESIGN, BUILD, OWN & OPERATE A CHILLED WATER PLANT (WITH OPTION FOR AN INTEGRATED POWER PLANT) IN DATA CENTRE PARK

Call for Proposal

5 June 2012

IMPORTANT NOTICES

Companies or consortia (“**Participants**”) submitting proposals (“**Proposals**”) in response to the Design, Build, Own & Operate a Chilled Water Plant (with Option for an Integrated Power Plant) in Data Centre Park Call for Proposal (this “**Call for Proposal**” or “**CFP**”) are deemed to have read and understood the following provisions:

1. Interpretation

- 1.1 Capitalised words and expressions used in this Call for Proposal shall, unless the context otherwise requires, have the meanings assigned to them where they first appear.
- 1.2 Words importing the singular shall also include the plural and vice versa where the context requires.

2. Disclaimers

- 2.1 This CFP is not an offer or an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on the Info-communications Development Authority of Singapore (“**IDA**”), whether express or implied and whether contractual or otherwise. Without prejudice to the generality of the foregoing, each Participant acknowledges and agrees that IDA shall be under no duty or obligation to act fairly or equally towards the Participant in relation to IDA evaluation of its Proposal or with regard to any process adopted by IDA under this CFP.
- 2.2 Nothing in this CFP shall constitute a contract between IDA and any Participant.
- 2.3 All submissions of Proposals, clarifications, discussions and presentations relating to this CFP are made entirely at the risk of the Participant.
- 2.4 IDA does not make any representation or warranty, whether express or implied, or accept any liability for the completeness, relevancy, accuracy and/or adequacy of the information provided by IDA in relation to this CFP. Participants shall be solely responsible to verify any information provided by IDA and for the preparation of proposals based on such information.
- 2.5 IDA does not make any representation of fact or promise to the future in respect of any project contemplated by IDA relating to this CFP.
- 2.6 IDA accepts no liability or obligation in relation to any Proposal submitted pursuant to this CFP and/or any subsequent clarifications, discussions or presentations thereon, whether requested by IDA or otherwise. The

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- Participant shall bear all costs and expenses associated with the preparation and submission of its Proposal, and any subsequent clarifications, discussions or presentations thereon. IDA will, under no circumstances, be responsible for reimbursing any costs incurred by the Participant during the process, regardless of the conduct or outcome of the evaluation and selection process.
- 2.7 IDA shall have the absolute discretion to accept or reject any Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by IDA of any Proposal pursuant to this CFP shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of IDA.
- 2.8 IDA shall have the absolute discretion, at any time, to terminate this CFP or to amend any matter set out herein or to issue supplemental documents containing additional or different information relating (but not limited) to the nature, scope, procedures, timelines, proposal selection process and criteria for this CFP. Under no circumstance shall IDA incur any liability in respect of such termination, amendments or supplemental information.
- 2.9 IDA shall not owe any liability to any party for any loss or damage whatsoever (including loss of profit, savings, business contracts, or revenues, and all other forms of actual, direct, special, incidental, or consequential loss or damage) arising from or related to any response to this CFP, including but not limited to the submission of Proposals.
- 3. Ownership of Documents and Intellectual Property**
- 3.1 All proposals and other documents or materials submitted to IDA pursuant to this CFP shall become the property of IDA. Notwithstanding the foregoing and without prejudice to any subsequent agreement with IDA to the contrary, any intellectual property, including but not limited to patents and copyright (“IP”) contained in any Proposal and/or such other document submitted to IDA shall not be transferred to IDA.
- 3.2 For the avoidance of doubt, all IP in any documents issued by IDA pursuant to this CFP shall remain vested in IDA.
- 4. Confidentiality of Information**
- 4.1 IDA may require any party receiving confidential information from IDA in relation to or arising from this CFP to sign a written non-disclosure agreement setting out such party’s confidentiality obligations in relation to such confidential information.

- 4.2 IDA accepts no liability or obligation in relation to any confidential information disclosed to IDA by a Participant pursuant to this CFP unless otherwise agreed by IDA in a written non-disclosure agreement setting out IDA's confidentiality obligations in relation to such confidential information.

5. IDA's Right to Seek Recovery

Nothing herein shall prejudice or limit IDA's right to seek recovery from the Participant for any loss, damage, costs, expenses, or liability incurred by IDA and/or its officers, directors and employees, directly or indirectly arising out of or relating to the submission of the Proposal by the Participant and IDA's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.

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1. INTRODUCTION

The Info-communications Development Authority of Singapore (“**IDA**”) invites interested companies or consortia (“**Participants**”) to submit their detailed proposals (“**Proposals**”) to design, build, own and operate a chilled water plant (with option for an integrated power plant) in the proposed data centre park (“**DCP**”) at Tanjong Kling, Singapore (the “**Project**”).

2. BACKGROUND

IDA is part of a multi-agency initiative in developing the DCP, which is a specialised industrial park for data centres (“**DCs**”) with infrastructure, facilities and design guidelines supportive of the setup of premium DCs. The other key stakeholders supporting this initiative include JTC Corporation and Singapore Economic Development Board (“**EDB**”).

The development of a DCP in Singapore will strengthen Singapore’s position as an economic hub by attracting multinational corporations (“**MNCs**”) and enterprises to set up their premium DC operations here. It will also help to entrench Singapore as an info-comm and media hub by having more premium DCs such as banks and telecom carriers located here. Such DC infrastructure will attract world-class Internet and media companies to host their content and services in Singapore, thus attracting more Internet traffic and international network providers. Ultimately, this will enhance Singapore’s global connectivity and competitiveness.

The DCP is proposed to be located in Tanjong Kling at the land area outlined (for identification purposes only) in blue on the location plan set out in Annex A, having an area of approximately 13 hectares (subject to final survey).

It is anticipated that the DCP will be able to host approximately up to eight DC buildings, providing at least 70,000m² and up to 105,000m² of net rackable DC space. DC investors (“**Tenants**”) will have a selection of various land plots to enable them to rapidly build their own DC facility within the DCP, leveraging on various supporting infrastructure to enable them to have efficient access to the market and reduce overall capital expenditure as well as operating costs.

The following are some of the key features of the DCP:

- a) Redundancy and resiliency in infrastructure – As DCs are mission-critical facilities, infrastructure in the DCP will be designed to support redundant and resilient configurations. For example, the DCP will support dual power feeds and redundant sources of chilled water.
- b) Ready-built infrastructure – Supporting infrastructure will be available and easily scalable for plug-and-play DC deployment. As part of the Project, a purpose-built on-site chilled water plant (with option for an integrated power plant) will be built to meet the high chilled water requirements of next-generation DCs. The shared chilled water facilities are expected to result in better energy efficiency, lower costs and less space needed to house chilled water equipment, which standalone DCs will typically be required to deploy. Based on current plans, telecommunication infrastructure such as high capacity fibre networks and an Internet exchange are being considered for the connectivity needs of DCs.
- c) Competitive pricing – Plots of land will be demarcated within the DCP and made available at competitive pricing for DC investments.

Cooling is crucial to the operations of DCs. As such, one of the DCP's key value propositions is to have an on-site chilled water plant (with option for an integrated power plant) (the "**Plant**"), which increases the overall energy efficiency of the DCP. The Plant will provide the primary source for chilled water for the DCs within the DCP. By leveraging the economies of scale of the shared cooling facilities, better efficiency can be achieved and energy costs may potentially be lowered.

In addition, while existing DCs require in-building space to house their chilled water equipment, the shared chilled water facilities in the DCP can allow DCs to free up this space for revenue-generating activities.

Given the significance of the Plant to the DCP, the developer of the Plant (the "**Developer**") will be an important partner to this Government-led initiative. The successful implementation of this large scale project can provide an excellent testimony and reference for the Developer.

3. OBJECTIVES

IDA is seeking Proposals from Participants in order to select a Developer to undertake the Project (including designing, building, owning and operating the Plant).

The successful Developer is expected to (a) design, build and complete the Plant; and (b) own, maintain and operate it as the primary source of chilled water for the operation of the DCs, in accordance with the terms and conditions of the Concession Agreement.

The purpose of this CFP is to provide Participants with information on the Project to allow Participants to use such information for the preparation and submission of their Proposals for consideration by an evaluation committee comprising representatives from IDA and EDB (the “**Evaluation Committee**”), The Evaluation Committee will recommend a selected Participant for consideration by the Principal Agency (described below) for award of the concession to undertake the Project and supply chilled water services to the DCs at the DCP (the “**Concession**”).

The issuance of the Concession may be made by a public agency or statutory corporation (the “**Principal Agency**”) other than IDA.

4. OVERVIEW OF THE PROJECT

Important Note: The following paragraphs touch on matters to be confirmed in the agreement relating to the grant of Concession (“**Concession Agreement**”) and other contractual documents issued thereunder (collectively, the “**Agreements**”). The information provided below is based on the draft Agreement(s) set out in Annex G. Participants should note that the final Agreement(s) issued by the Principal Agency may differ from those in Annex G and accordingly their obligations may differ from what is stated below.

4.1 Location of the Plant

The Plant is proposed to be located in Tanjong Kling at the land area outlined (for identification purposes only) in red on the location plan set out in Annex A, having an area of approximately 3.8 hectares (subject to final survey) (“**Site**”).

4.2 Concession Company

The Developer is required to establish a company to undertake the Project (the “**Concession Company**”). The Concession Company must be a company duly incorporated in the Singapore in accordance with the laws of Singapore whose sole purpose will be to enter into the Agreements. References in the CFP relating to the selected Participant or the Developer entering into the Agreements

or the chilled water supply agreements (“**CWSAs**”) or undertaking the Project will be read as references to the Concession Company. The Concession Company is expected to fulfil its obligations and liabilities under the Agreements and the CWSAs.

4.3 Chilled Water Supply

The Plant to be operated by the Developer is expected to provide the primary source of chilled water to the DCP.

Subject to the terms of the Concession Agreement, the Principal Agency will use its best endeavours to procure that each Tenant obtain chilled water from the Developer for the Commitment Period (as defined in the Concession Agreement) for the purpose of operating its DC. After the expiry of the Commitment Period, existing and new DCs will be entitled at their discretion to obtain chilled water from the Developer or from a third party chilled water supplier.

The projected declared demand load for the DCP is set out in section 1.2 of Annex F. Please note that this is an estimate, and the actual declared demand load is at all times subject to negotiation and agreement between each individual Tenant and the Developer.

Participants are to further note that all CWSAs to be entered into between the Developer and the Tenants must materially conform to the CWSA Term Sheet as set out in Annex C (except for changes which have been approved in writing by the Principal Agency). Such obligation however does not apply if a Tenant elects to enter into an individualised CWSA with the Developer as contemplated in Clause 14.4(b) of the Concession Agreement. The Principal Agency will not be obliged to act as the mediator or otherwise intervene to resolve any issues or disputes that may arise between the Developer and any Tenant.

4.4 Concession Period and Lease Term

The proposed Concession Period (as defined in the Concession Agreement) and Lease Term (as defined in the Concession Agreement) will be 30 years from the Conditions Satisfaction Date (as defined in the Concession Agreement). Participants are to note that the Concession Period will be of the same duration as the Lease Term and in the event the Lease Term is reduced by the Principal Agency in accordance with the terms of the Lease (as

defined in the relevant Agreement), the Concession Period will be automatically reduced by the same period as effected to the Lease Term under the Lease.

4.5 Scheduled Commercial Operation Date

Participants are to note that the Building Works must be completed within two (2) Years from the Conditions Satisfaction Date or such other period as may be extended in accordance with the Concession Agreement (defined therein as the “Scheduled Commercial Operation Date”). Participants should note that the conditions for completion under Clause 10.5 of the Concession Agreement include the obtaining of TOP for the Plant and the ability of the Plant to commence commercial operation and supply chilled water to the DCs by the Scheduled Commercial Operation Date.

In the event that the Developer abandons the Project or fails to complete the Building Works by the Scheduled Commercial Operation Date, the Principal Agency will be entitled to, amongst others, impose Abandonment Liquidated Damages (as defined in the Concession Agreement) and Delay Liquidated Damages (as defined in the Concession Agreement) respectively on the Developer under the Concession Agreement.

4.6 Performance Guarantees

Participants are to note that the Developer will be liable to pay Performance Liquidated Damages (as defined in the Concession Agreement) to the Principal Agency for failure to achieve the Performance Guarantees (as defined in the Concession Agreement).

4.7 Land Rental

As this is a Design, Build, Own and Operate business model, Participants are required to submit their proposed chilled water charges (as discussed in more detail in paragraph 6) based on the indicative gross land rental rate of \$29.70 psm per annum. This land rental rate is purely indicative. The Principal Agency reserves the right to adjust the land rental rate from time to time according to the prevailing market conditions and the Principal Agency’s policy. The finalised land rental rate will be set out in the Lease Documents (as defined in the Concession Agreement) which will be issued to the Developer on or before the Conditions Satisfaction Date.

The land rental is subject to annual review in the manner as set out in the Lease Documents.

The Developer is expected to, throughout the Lease Term, pay on the Principal Agency's behalf to the Comptroller of Property Tax an amount equivalent to the sum payable by the Principal Agency as property tax in respect of the Plant (including improvements and structures on the Site).

4.8 Service Charge

In addition to the land rental, the Developer is expected to pay, upon written notice from the Principal Agency and with effect from the date specified in such written notice, a service charge ("**Service Charge**").

This Service Charge is for services undertaken by the Principal Agency for the provision and maintenance of the common and community areas within the DCP. It shall be payable in advance on the same date and in the same manner as the land rental.

If the costs of the services or any part of it shall at any time increase, the Principal Agency may choose to charge or increase the Service Charge and, upon service of written notice to the Developer to that effect, the Service Charge or increase in Service Charge shall be payable from the date specified in such written notice.

4.9 Way-Leaves

Participants are to note that the Developer is required to lay the reticulation network and bear the full costs of distributing chilled water directly to the DCs in the DCP. Laying of pipelines within public roads and/or other areas will be subject to the approval of the relevant authorities. The Developer will need to consult and work together with the Principal Agency as well as all relevant authorities for the finalisation of the way-leaves and routings.

Participants are to note that all rates and costs associated with any required way-leaves for the Project will be borne entirely by the Developer.

It is currently expected that there will be a cable easement of approximately 3.35m for power cables along the boundary facing the drainage (as shown in Annex A). The Developer is required to engage and consult all relevant authorities on the cable easement, including its final dimensions.

4.10 GST Registration

All Participants shall be deemed to be a taxable person if no declaration to the contrary is made in the Proposal. The selected Participant who declares itself to be a non-taxable person under the Goods and Services Tax Act (Cap. 117A) but who becomes a taxable person after recommendation by the Evaluation Committee shall inform the Principal Agency of its change in GST status.

5. BUSINESS PROPOSAL

5.1 Chilled Water Charges

As part of the initiative to keep the price of chilled water competitive for the DCs, the Developer must comply with the pricing framework as set out in Annex B and must not charge the DCs for the supply of chilled water at a rate exceeding the Price Ceiling.

5.2 Business Proposal

Each Participant is required to propose the following charge, factor and components in substantially the Tariff Proposal Form submitted as part of its Proposal (as more particularly described in the Tariff Proposal Form as set out in Annex D):

(a) Chilled water charge, S\$ per unit RTh

The proposed chilled water price shall form the Price Ceiling for the first Quarter Period since the Commercial Operation Date. The Price Ceiling for the first Quarter Period shall not exceed \$0.18 per RTh (as defined in the Concession Agreement set out in Annex G). For the subsequent Quarter Periods, the Price Ceiling will be adjusted in accordance with the Price Ceiling Adjustment Formula.

(b) Minimum load factor, percentage of declared demand load

The proposed minimum load should represent the minimum amount of chilled water required by the Plant to be efficient. Participant are to note that if the Actual Load (as defined in the CWSA Term Sheet set out in Annex C) of any DC is less than the Declared Demand Load (as defined in the CWSA Term Sheet set out in Annex C) of that DC, the Developer will only be entitled to charge that DC the Minimum Load Charge (as defined in the CWSA Term Sheet set out in Annex C) based on this minimum load. If the Actual Usage of any DC is equal to or higher than the Declared Demand Load of that DC, the DC will be charged based on the Actual Usage (as defined in the CWSA Term Sheet set out in Annex C).

(c) Price Ceiling Adjustment Formula

The prescribed pricing framework allows for adjustment of the Price Ceiling in accordance with the Price Ceiling Adjustment Formula to cover the fluctuating operation and maintenance costs for the Plant. The formula is pegged to a market competitive commodity/index, namely the electricity tariff, water tariff and inflation index. Each Participant must propose in substantially the Tariff Proposal Form submitted as part of its Proposal, the *A*, *B* and *C* components of the said formula for IDA's consideration.

The *A*, *B* and *C* components in the Price Ceiling Adjustment Formula will be reviewed upon the 10th and 20th anniversary of the Commercial Operation Date in accordance with Clause 17.2(b) of the Concession Agreement.

(d) Efficiency savings

The Developer is required to pass on part of the efficiency savings from the Plant to the DCs. Each Participant must propose in substantially the Tariff Proposal Form submitted as part of its Proposal the *Eff* component in the Price Ceiling Adjustment Formula. It will be expressed as a percentage of the Chilled Water Charge, and shall be more than zero, except that for the first year from the Plant First Supply Date, the *Eff* component will be zero.

The proposed efficiency savings will be applied for every Quarter Period as part of the Price Ceiling Adjustment Formula and will be reviewed upon the expiry of every Operating Year Block in accordance with Clause 17.2(a) of the Concession Agreement.

5.3 Non-Compliance

Only Proposals which comply with the prescribed pricing framework and parameters as described in this paragraph 7 will be evaluated.

5.4 Project Financial Information Form

Each Participant shall submit the financial analysis and assumptions in substantially the Project Financial Information Form set out in Annex E, based on its proposed chilled water charge, minimum load factor and *A*, *B*, *C* and *Eff* components in the Price Ceiling Adjustment formula as contemplated in this paragraph 7.

6. TECHNICAL PROPOSAL

6.1 Implementation Schedule

Each Participant is required to submit a proposed implementation schedule for the Project which should include the timeline/schedule for design planning, submission to and obtaining of approval by the relevant authorities, execution of the Agreements, sequence and milestones of construction, testing and commissioning of the Building Works. The proposed implementation schedule shall provide for the Building Works to be completed by the Scheduled Commercial Operation Date.

6.2 Design and Technical Specifications

Each Participant must submit as part of its Proposal its design and technical specifications proposal for the Plant which must comply with the design and technical specifications as set out in Annex F. Such proposal must include the proposed schematic sketch and layout of the Plant, capacity of the Plant, pipeline routing best suited for its operation, the width of way-leave required, safety and control monitoring systems, reticulation network for chilled water for the entire DCP, early detection systems (such as leak detection cables and pressure monitoring systems) and the details as required under Form 3 of Annex I of this CFP.

Each Participant is expected to submit its design and technical specifications proposal which incorporates the latest technology to minimise environmental and noise pollution as well as other nuisance.

6.3 Performance Requirements

Each Proposal must also incorporate the proposed performance requirements for the Plant which the successful Developer must satisfy as a condition to the completion of the Building Works under Clause 10.5 of the Concession Agreement.

6.4 Operation & Maintenance

In addition to the above, each Participant must submit as part of its Proposal its O&M plan which shall provide for the Plant to be operated and maintained in accordance with the requirements of the Concession Agreement.

7. SELECTION PROCESS

7.1 Evaluation Process

The Evaluation Committee shall make its evaluation based on a two-step approach. Participants are required to meet a set of Minimum Criteria (as set out in Annex H) before being considered for the next step of evaluation. Participants which meet the Minimum Criteria would thereafter be evaluated based on a set of Critical Criteria (as set out in Annex H). Each set of evaluation criteria will involve detailed consideration of the optimal balance between qualitative and quantitative aspects. Please refer to Annex H for further details on the evaluation process.

The Evaluation Committee reserves the right to change the timing, form and substance of the evaluation procedure at its sole discretion.

7.2 Selection of Proposal(s)

(a) Only complete Proposals will be evaluated by the Evaluation Committee. Short-listed applicants may be required to make a presentation of their Proposal(s) (at their own cost and expense) and answer questions on the project in response to the Evaluation Committee.

(b) IDA reserves the right to reject any or all Proposals submitted pursuant to this CFP. The terms of the project and project milestones will be separately negotiated and agreed to between the Concession Company and the Principal Agency.

(c) Selection of a Proposal by the Evaluation Committee shall not constitute an acceptance of the offer contained in the Proposal nor establish any legally-binding contract or obligations on either IDA or the successful Participant, but shall serve as a notification to the successful Participant that his Proposal shall be considered for the Concession (as described in the CFP) by the Principal Agency.

(d) For the avoidance of doubt, the selection of any Proposal by the Evaluation Committee shall not impose any obligation on the Principal Agency to accept the same or any other Proposal, and may not necessarily lead to an offer of the Concession.

7.3 Clarification of Proposals

Any Participant may be required from time to time by the Evaluation Committee to further elaborate or submit details, refinements, verifications, clarifications and information with respect to any aspect of its Proposal. All Participants are to respond in writing within 3 business days of the request.

7.4 Modification and Negotiation of Proposals

Proposals shall not be modified after the Closing Date (defined in Clause 9.3), unless such modification is necessary as a result of any changes or amendments to the CFP, or as a result of any negotiations between the Participant and the Principal Agency. Each Proposal (including its contents) is expected to remain valid for at least 6 calendar months from the Closing Date.

Following the recommendation of a Proposal by the Evaluation Committee, the Principal Agency may at its sole and absolute discretion do any of the following:

- (a) negotiate any aspect of any Proposal (whether to the exclusion of, or in conjunction with, any other Proposals) with any Participant; and/or

- (b) elect not to proceed further with the review, evaluation or negotiation of any Proposal including not entering into any agreement with any of the Participant.

7.5 Contractual Documentation

It is envisaged that the Developer will enter into the following Agreements with the Principal Agency:

- (a) the Concession Agreement in the form substantially set out in Annex G of this CFP;
- (b) the Direct Agreement (as defined in the Concession Agreement) in the form substantially set out in Annexure 12 of the Concession Agreement; and
- (c) the Lease Documents (as defined in the Concession Agreement) as issued by the Principal Agency.

The Concession Company will not be permitted to mark-up the Agreements with their comments and will be expected to accept and sign the Agreements on substantially “as is” basis.

7.6 Disclaimer

IDA shall have the absolute discretion to recommend or reject any Proposal submitted to IDA without being liable to give any reason thereof. IDA reserves the right to retain the Proposals submitted by all parties without liability for the costs of such documents.

IDA shall not be a party to any Agreements and offer of Concession by the Principal Agency shall not impose any legal obligations on IDA, whether under any Agreements or otherwise.

All Participant shall take note that decisions by the Evaluation Committee and the Principal Agency in respect of this CFP and the Project shall be final. Neither IDA nor the Principal Agency shall be responsible or accountable for any claims or losses that may be suffered by any Participant or other person or party pursuant to or arising from this CFP or the Project.

8. CONSORTIUM PROPOSALS

In the event a Participant is a consortium comprising two or more companies, limited liability partnerships and/or sole proprietorships, please note the following:

- (a) Any member making up the Participant may satisfy any of the Minimum Criteria set out in Section 1.3 of Annex H. However, the consortium as a whole must satisfy all the Minimum Criteria in order to qualify for Stage 2 evaluation;
- (b) All members making up the Participant, if selected as the Developer, must be the founding shareholders of the Concession Company, and shall remain as shareholders and maintain the level of their shareholding in the Concession Company until the expiry of 5 years from the Commercial Operation Date;
- (c) The Participant will need to clearly specify the proposed shareholding structure of the Concession Company in accordance with Form 8 of Annex I; and
- (d) The Participant must name one of its members as the “Lead Member” for the Participant who must be fully authorised to act on and agree to matters relating to the Proposal, including agreeing to all Agreements on behalf of all the members making up the Participant. Any communication between such a Participant and IDA will be through the Lead Member.

9. SUBMISSIONS

9.1 Proposal Documents

Each Proposal must be able to demonstrate to the satisfaction of IDA that it fulfils the requirements of this CFP and must include:

- (a) Cover letter (“**Cover Letter**”) summarising the key elements of the Proposal including an overview of the Participant and its track record and a summary of the Business Proposal and Technical Proposal;
- (b) Appendix 1 to the Cover Letter (Business Proposal): the duly completed Tariff Proposal Form;

- (c) Appendix 2 to the Cover Letter (Financial Model): a document addressing the financial information relating to the Project, including the Participant's Financial Model (which is to be prepared in substantially the same form as Form 4 of Annex I);
- (d) Appendix 3 to the Cover Letter (Technical Proposal): a document addressing the technical issues and requirements set out in this CFP, including the proposed implementation schedule, design and technical specifications proposal, O&M plan and performance requirements;
- (e) Appendix 4 to the Cover Letter (Forms): duly completed and where applicable executed, forms and documents addressing the requirements set out in Annex I which are not included in Appendices 1 to 3 to the Cover Letter; and
- (f) Appendix 5 to the Cover Letter (Miscellaneous): such other documents, information as may be required by IDA from time to time pursuant to paragraph 23.6 of this CFP or as may be regarded as relevant to the Proposal in the opinion of the Participant.

All Proposals (including its contents, materials and supporting documents) must be typewritten in the English language.

The currency denomination used in the Proposals must be Singapore Dollars (S\$).

9.2 Submission Procedures

All Participant are required to submit their proposals in the manner as follows:

- (a) 1 original (marked 'Original') and 19 duplicates (marked 'Duplicate') hard copies of the proposals. All hard copies of the Proposals must be bound and all pages in the Proposals must be numbered. Any corrections or cancellations will not be accepted unless such corrections or cancellations have been initialled by the person(s) who sign(s) the Cover Letter of the Proposal; and

- (b) 20 soft copies of the Proposals saved on CD-rom or DVD-rom. The Participant should use software which is compatible with Microsoft Word 97-2003 and Microsoft Excel 97-2003 for all text and spreadsheet submissions, where relevant. Each folio of the Proposal submission must be saved and labelled separately from the other folios.

9.3 Time and Place of Submission

All Proposals must be received by IDA at the address and in the manner specified in paragraph 9.2 below no later than 4.00 p.m. ("**Closing Time**") on 30 August 2012 (Thursday) ("**Closing Date**"). IDA may in its sole discretion extend the Closing Time or Closing Date.

All Proposals must be submitted to the address as follows:

Info-communications Development Authority of Singapore
10 Pasir Panjang Road
#10-01 Mapletree Business City
Singapore 117438

Proposals may also be submitted in person at the IDA reception desk on the 10th floor of Block 10, Mapletree Business City.

Each external Proposal package must be clearly labelled as follows:

Response to Call For Proposal to Design, Build, Own & Operate a Chilled Water Plant (with Option for an Integrated Power Plant) in Data Centre Park

[Proposal submission date and time]

[Name and address of Participant]

9.4 Late submissions

IDA reserves the right not to accept late submissions.

9.5 Enquiries and Contact Details

All enquiries or requests for clarifications from a Participant pertaining to this CFP shall be consolidated by that Participant and sent via email to the following IDA contact person:

Chan Yan Xi
IDA_DCP@ida.gov.sg

Enquiries or clarification requests received later than 10 business days before the Closing Date will not be entertained. All telephone and facsimile enquiries will also not be entertained.

Unless otherwise notified, IDA will use the point of contact identified in the Proposal for correspondence with the Participant during the clarification process.

To ensure that all the Participants have a common level of understanding on the Project, IDA reserves the right to make available to all the Participants such clarifications as may be necessary. The identity of the Participant seeking such clarifications will not be disclosed.

All clarifications and corrigendum/addendum by IDA will be posted on the IDA website. Acknowledgement of receipt by participants is not required as any published corrigendum/addendum is deemed to form part of the CFP.

If the Participant considers that any clarification should be deemed confidential, the Participant can request that the clarification not be made public. Such queries shall be submitted to IDA in sealed envelopes and marked confidential. Should IDA disagree with the Participant on the nature of the clarification, IDA reserves the right not to respond.