



Tamil Nadu Infrastructure Fund Management Corporation Limited

REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

Firms/Organizations

QCBS

(Quality cum Cost Based Selection)

**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED
PROJECT REPORT AND PROVISION OF TRANSACTION
ADVISORY SERVICES FOR THE PROPOSED DEVELOPMENT OF
THREE SELECT TTDC PROPERTIES IN TAMIL NADU**

**Tamil Nadu Infrastructure Fund Management Corporation Limited
No. 19, TP Scheme Road, RA Puram,
Chennai – 600 028**

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The TNIFMC Ltd Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

LETTER OF INVITATION

Dear Sirs,

Sub: Consultancy services for preparation of Detailed Project Report and provision of Transaction Advisory services for development of three select TTDC properties in Tamil Nadu– reg.

1. Government of Tamil Nadu (GoTN) has identified TTDC properties in three different destinations for comprehensive development of tourism facilities. In this regard, for the destination namely Camping Site Mamallapuram, Kanchipuram district an initial report has been prepared by consultants of TTDC and is available. For the remaining two destinations namely Hotel Tamil Nadu Mandapam, Ramanathapuram district and Vattakottai, Kanyakumari district the initial report is yet to be developed. Hence, the initial reports have to be prepared/ updated for preparing the Detailed Project Report (DPR) and Transaction Advisory (TA) services.

Therefore, it has been decided by Tamil Nadu Infrastructure Fund Management Corporation Limited (hereinafter referred to as “TNIFMC” or “Client”) to invite expert agencies/consultants for the preparation of DPR and provision of TA services for TTDC properties at Camping Site Mamallapuram, Hotel Tamil Nadu Mandapam and Vattakottai, which are considered to have high potential for holistic development of tourism experiences. By ‘holistic development’ it is implied inter alia development/ redevelopment of tourism facilities, social infrastructure, tourism attractions and community engagement to develop skills and create employment. The identified locations are in the coastal zone (east coast) of Tamil Nadu.

In all these locations, the physical assets owned by TTDC are ripe for development/ redevelopment. These physical assets could be operating/ non-operating hotels or other residential or Commercial buildings which are in disuse.

2. You are hereby invited to submit Pre-Qualification, Technical and Financial proposals for Consultancy services for preparation of Detailed Project Report and provision of Transaction Advisory services for development of three select TTDC properties in Tamil Nadu, which could form the basis for future negotiations and ultimately a contract between your firm and TNIFMC Ltd.

The preparation of DPR and TA services shall inter alia include validation of the existing initial reports and technical services for preparation of master plan, concept plan with specifications, functional requirements, cost estimation and financial plans for the proposed developments at each destination, to enable the request for proposal for procurement of Design, Build, Operate and Transfer (DBOT) contractor(s) for each of these destinations. Transaction Advisory (TA) services implies the support for the entire procurement process for the identification of a DBOT contractor(s). The detailed scope of services is given in the Terms of Reference (Annexure 1).

3. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures described in this RFP.
4. A firm means an organization / company / firm / consultancy firm / partnership firm / Consultancy Company either as a company. The purpose of this RFP is to select a firm as above captioned subject as per the Terms of Reference (ToR).
5. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Pre-qualification Criteria (Annexure 2);
 - (c) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 3);
 - (d) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 4); and

(e) Security Deposit Bank Guarantee format (Annexure 5);

6. A pre-proposal conference open to all prospective consultants will be held on March 4th, 2019 @ 15.00 hrs in the office of Tamil Nadu Infrastructure Fund Management Corporation Limited, (TNIFMC), No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.
7. The Clarification/Amendments if any in the Pre-Proposal Conference will be published in the website of www.tnifmc.com. No Separate Advertisement for Addendum/ Corrigendum / extension of date will be published in the Newspapers.
8. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the project sites with prior intimation to the office of “TNIFMC Ltd., No.19, T.P.Scheme Road, Raja Annamalai Puram, Chennai – 600 028, Email: tnifmc@tnifmc.com before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

The bidders may send their queries on this RFP addressed to TNIFMC, email id: tnifmc@tnifmc.com at least one day before the pre proposal conference.

9. The Submission of Proposals:

- 9.1 The proposals addressed to the Chief Operating Officer, TNIFMC shall be submitted in three parts, viz., Pre-qualification, Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."(Annexure 3). The proposal shall be submitted to Tamil Nadu Infrastructure Fund Management Corporation Limited, (TNIFMC), No. 19, T.P.Scheme Road, Raja Annamalai Puram, Chennai – 600 028.
- 9.2 The “Pre-qualification”, "Technical" and "Financial" proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for consultants (Annexure-2), supplementary information for consultants (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft to be taken in the name of “Tamil Nadu Infrastructure Fund Management Corporation Ltd” payable at Chennai taken from any Scheduled bank / Nationalized Bank in India.. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract without any interest.
- 9.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed with sealing wax and initiated twice across the seal and should contain information required in Annexure 3 viz., supplementary information for consultants. (Pre-Qualification (Cover-1) and Technical Proposals (Cover-2) alone along with soft copy in CD)
- 9.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed with sealing wax and initiated twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed break down of costs and fees as follows:

- Staffing billing rate plus overheads;
- Travel and accommodation;
- Report reproduction; and
- Others (if any) Pl. specify

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the

Tamil Nadu Infrastructure Fund Management Corporation Limited, (TNIFMC), No. 19, T.P.Scheme Road, Raja Annamalai Puram, Chennai – 600 028, up to 15.00 hours on March 25th, 2019.

If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the consultant unopened treating as “Not Qualified”.

Tender not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender documents shall be summarily rejected

9.5 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by Chief Operating Officer, TNIFMC or his authorized representative in TNIFMC office at 15.30 hours on March 25th, 2019. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

If the office happens to be closed on the date of receipt of the proposals as specified, the proposals will be received and opened on the next working day at the same time and venue.

10. **Evaluation**

10.1 A three-stage procedure will be adopted in evaluating the proposals:

- i) a pre-qualification of consultants will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 2)
- ii) a technical evaluation, which will be carried out prior to opening any financial proposal;
- iii) a financial evaluation.

10.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal –

- (i) Selection criteria for consultant - should have experience of at least three similar projects (Preparation of DPR and provision of Transaction Advisory services for Tourism projects) in the past seven years with each project, being of a value of, not less than Rs. 100 crores (Rupees One Hundred crores only).
- (ii) Annual turnover of the consultant/ consultancy service not less than Rs. 3 crores in any one of the previous three financial years (2015-16, 2016-17, 2017-18).

Eligible firm's proposals will only be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.

10.3 **Technical Proposal**

The Tender Scrutiny / Evaluation Committee will be appointed by the TNIFMC and will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- (i) the quality of the methodology proposed (20 points)
 - (a) Approach & Methodology
 - (b) Man-days & Workplan schedule
 - (c) Comments on ToR
- (ii) the minimum key staff proposed for the assignment (40 points).
 - (a) Team Leader cum Architect with specific experience in architectural designing of tourism infrastructure. Added advantage for beach / ecotourism/ water sports/ experiential tourism.
 - (b) Civil Engineer with specific experience in structural designing, estimation of the ecotourism infrastructure including other amenities.
 - (c) Tourism Expert with experience in developing tourism destinations. Added advantage for beach / ecotourism/ water sports/ experiential tourism.

- (d) Market Analyst with experience in conducting market surveys, analysing the market potentials etc.
- (e) Financial Expert with specific experience in preparing business plan, revenue model and financial structuring.
- (f) Legal cum Contract Expert with specific experience in recommending the procurement strategy and preparing the bidding document.

Note: The Bidders are free to propose more team members, but the above key staff proposed are mandatory. and the qualification & experience of the above key professionals would be evaluated as part of Technical Evaluation.

- (iii) Curriculum Vitae of Team Leader and other members 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). The above personnel will be rated in accordance with:
 - (a) General qualifications - (30% weightage)
 - (b) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience in fields like those required as per ToR type of positions held, time spent with the firm etc) - (70% weightage)
 - (c) The Curriculum Vitae of the proposed personnel will be considered and evaluated as per Terms of Reference, if the prescribed minimum qualification is not fulfilled, then the Curriculum Vitae of the proposed personnel will be marked as Zero. Necessary Proof of educational qualification shall be attested and enclosed with the technical proposals.

(iv) Presentation of Technical Approach and Methodology: (40 points)

The presentation should cover all the aspects of ToR by the Team proposed for the assignment to Evaluation Committee in the Office of TNIFMC. All the members of proposed team must be present during the presentation.

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the technical selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

After the technical evaluation is completed, TNIFMC shall inform the Consultants who have submitted Proposals, the technical scores accorded to their Technical Proposals and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and ToR, that their Financial Proposals will be returned unopened after completing the selection process. The TNIFMC shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening either in person or through an authorised representative.

10.4 Financial Proposal

10.4.1 Opening:

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

10.4.2 Evaluation: The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount the latter would prevail and between the word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula given below.

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price quoted by any consultant and F the price of the Proposal under consideration.

10.4.3 The Client will then apply the weights to the Technical and Financial Proposal as below to arrive at the scores for the bidders to select the successful consultant (L1). The remaining bidders shall be ranked L2, L3 and so forth.

The weights given to the Technical and Financial Proposals are:

T = 0.7 and

P = 0.3

$S = St \times 0.7 + Sf \times 0.3$

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1).

11. Negotiations

11.1 The aim of the negotiations is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.

11.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.

11.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).

11.4 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultant whose percentage is next higher to L1 and ranked as L2 for Contract negotiations. If negotiation with L2 fails the above process will continue with L3, L4 and so on till the end of all technically qualified firms. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

11.5 The Contract will be awarded after successful negotiations, with the selected Consultant.

12. Fraud and Corrupt Practices

The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

13. Please note that the TNIFMC Ltd is not bound to select any of the firms submitting proposals. Further, TNIFMC Ltd. does not bind itself in any way to select the firm offering the lowest price.
14. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. TNIFMC Ltd will make its best efforts to select a consultant firm within this period.
15. Please note that the cost of preparing a proposal and of negotiating a contract including visits to TNIFMC Ltd, if any is not reimbursable as a direct cost of the assignment.
16. Assuming that the contract can be satisfactorily concluded in mid April 2019 you will be expected to take-up / commence with the assignment in end April 2019 itself.
17. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a Security Deposit at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favor of the "Tamil Nadu Infrastructure Fund Management Corporation Ltd", Chennai valid for a period of 6 months. The same will be released on successful completion of all the works satisfactorily without any interest. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
18. The Earnest Money Deposit of the successful consultant will be discharged when the Consultant furnishes the required Security Deposit and signs the Agreement
19. The Earnest Money Deposit may be forfeited
 - If the consulting firm withdraws the tender after Tender opening during the period of validity of the tender.
 - If the consulting firm withdraws the Tender after the issue of Letter of Award (LoA) of this Tender.
 - In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to:
 - furnish the required security deposit or
 - sign the Agreement
 - accept the Letter of Intent
 - if the consulting firm has furnished incorrect information on qualification and experience.
17. If the successful tenderer fails to honour their commitment after award of the Letter of Intent (LoI), their name will be blacklisted and will not be considered for availing services by TNIFMC Ltd for future assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.
18. The selected consultant shall not disclose any information to others without the written permission of the TNIFMC Ltd.
19. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
20. Please note that mobilization advance will not be given to the Consultant.
21. Consortium between firms not exceeding three firms will be allowed provided the same is supported by necessary legal documentation.
22. It is estimated that minimum 18 weeks of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-months considered necessary by you to undertake the assignment not exceeding 24 weeks.

23. Please note that the remuneration / fees which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
24. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Consultants.
25. TNIFMC Ltd reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
26. We wish to remind you that any manufacturing or the reconstruction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
27. 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 and the language shall be in English.
28. Test of responsiveness:
 - i. Pre qualification Proposal along with EMD – Cover 1
 - ii. Technical Proposal – Cover 2
 - iii. Financial Proposal – Cover 3
 - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidders authorized representative.

If the consulting firm fails to submit the proposal in the prescribed format and does not satisfy the test of responsiveness, they will be summarily rejected.

Yours faithfully,

Chief Operating Officer
TNIFMC

Enclosures:

1. Terms of Reference.
2. Pre-Qualification information
3. Supplementary Information to Consultants.
4. Draft contract under which service will be performed.
5. Model of Performance Security

Terms of Reference for preparation of Detailed Project Report and provision of Transaction Advisory services for development of select TTDC properties in Tamil Nadu

1. Introduction:

Tamil Nadu is a State with multifarious tourist attractions. It has mountains, verdant vegetation, sandy beaches, mammoth monuments, timeless temples, fabulous wildlife, scintillating, sculptures and reverberating rural life. It has picturesque spots, continuing heritage, cultural confluence and aesthetic magnificence. Tourism is declared as an “Industry”. Tamil Nadu is ranked first in both domestic and foreign tourist arrivals in last three years consecutively in the country. Many steps are being taken to sustain the top position in both domestic and foreign tourist arrivals in the ensuing years. Targeted promotional strategies and extensive marketing campaigns, through print and electronic media at the National and International levels and creation and upgradation of basic amenities and infrastructure at tourist destinations have resulted in the increased tourist arrivals in Tamil Nadu.

[The state](#) topped the country in attracting the highest number of domestic and foreign travellers in 2016. Data released by the Union Tourism Ministry pegged the foreign tourist arrivals in the state at 4.72 million during 2016 (latest available data), the highest in the country. The information released showed that the graph on the footfall of international tourists visiting Tamil Nadu has been witnessing a steady growth in the last three years with the state receiving about 4.68 million foreign tourists in 2015, an increase from 4.65 million in 2014. On the domestic front, the state received 343.81 million travellers in 2016, and is retaining the first position, since 2014.

The “Tamil Nadu Vision 2023” outlines a road map for the growth in the State, covering all the major sectors in the economy. The State has emerged as a preferred investment destination ranked high among the investors for fostering growth and empowering an efficient and competitive market place. The State has always offered a climate of uninterrupted growth and economic resilience. The Vision 2023 document set a target of attracting 1.3 million per day and 15 million per year of domestic and foreign tourists respectively by the year 2023, with a total estimated investment of Rs 10,000 crores (Rupees Ten Thousand Crores only) for developing infrastructure facilities like hotels and resorts, theme parks, entertainment complexes, improvements to heritage and archaeological monuments, development and connectivity to places of tourist interest.

As part of the development of Beach tourism sector, it is planned to develop Beach tourism on sustainable basis without causing damage to environment and marine life by integrating facilities at beaches for the benefit of tourists. While promoting eco-friendly destinations, the carrying capacity of the destinations will be taken into consideration and the local community is to be actively involved in all developmental activities, to ensure inclusive development.

To promote Beach related ecotourism, three sites along the Coromandel Coast (East Coast) are to be developed in a holistic manner. The properties of TTDC are *Camping site Mamallapuram, Kanchipuram district Hotel Tamil Nadu Mandapam, Ramanathapuram district and Vattakottai, Kanyakumari district.*

2. Objectives:

The objectives of this assignment are to

The approach to development for tourism, envisages holistic development of multiple destinations that would offer a theme-based experiences for tourists. It is proposed to develop Beach Circuits in the above three destinations. The following are the objectives Tourism Development Project:

1. To promote Tamil Nadu as the number one tourism destination by developing experiences in a sustainable manner, preserving the ecology and highlighting the culture of the sites to be developed. The type of products suggested are:
 - Leisure Travel
 - Adventure Travel
 - Corporate Travel for HRD Purposes
 - Film Location
 - Technological interventions like Virtual Reality, Augmented Reality, Artificial Intelligence, Mini theatre, Digital Interface experiences, MICE and wedding destination etc.
2. To renovate and augment the unutilized, underutilized and abandoned buildings of the select three TTDC properties to create a unique tourism experience.
3. To establish tourism amenities and attractions such as landscaping, restaurant, bar and kitchen, sports amenities, water and adventure sports like Kayaking, Snorkelling etc, Turtle walks, surfing, spas, skill up gradation training centres, educational tour centres, conferencing and experiential tourism facilities including first line medical facilities and a control centre for safety & rescue services.
4. To engage and train local people in water sport activities to create local employment opportunities.

5. To create flexible “tent accommodation” (luxury/ basic) where the existing infrastructure is inadequate to provide 50 or more residential rooms wherever feasible.
6. To create an evocative experience, local people will be skilled to deliver the experience of a bygone era.
7. To create local employment by launching a skills development program in hospitality and tourism related areas, including skills in languages such as English/ Hindi/ Mandarin/ Japanese/ other languages.
8. To create and enable public civic infrastructure wherever feasible and necessary.

3. Project Area:

i. Camping Site Mamallapuram, Kanchipuram District



Mamallapuram is located on the Coromandel Coast of the Bay of Bengal. It was a 7th century port city of the South Indian dynasty of the Pallavas. The name Mamallapuram is believed to have been given after the Pallava king Narasimhavarman, who took on the epithet Maha-malla (great wrestler), as the favourite sport of the Pallavas was wrestling. It has various historic monuments built largely between the 7th and the 9th centuries and has been classified as a UNESCO World Heritage Site. The unique monuments in Mamallapuram present a fusion of religion, culture, and legends, all related to the Hindu religious pantheon. All these monuments located on the shores of the Bay of Bengal are built in the exclusive Dravidian style of architecture, imbibing the art and culture of Tamil Nadu.

The monuments found here are the Mandapas, also called Cave Temples; Five Rathas, or chariots; the open-air bas-relief depicting Arjuna's penance to Lord Shiva to obtain the Pashupata weapon; and structural temples. The architecture of the rock-cut temples, particularly the Rathas, became models for South Indian temple architectural style in subsequent periods. The architectural features, particularly of the sculptures, were widely adopted in South India and in the building of temples in Cambodia, Annam

and Java. Descendants of the sculptors of these shrines are active and involved artisans in Mamallapuram's contemporary town culture.

The Mamallapuram beach lies on the stretch of coast with a presence of large number of species of coastal vegetation. Varied species of crab and prawn, Mullet, Liza, Milk Fish, Sillago and Etroplus form part of the aquatic system along the beach. The area attracts a lot of travellers every year especially for activities such as Sun bathing on the scenic beach. The beach gives an opportunity to completely unwind from the weariness of the city life. Windsurfers and Swimmers are seen hitting the shores of the beach playing with the rising tide. Mamallapuram has a Government school of Art and Sculpture. The Shore Temple in Mamallapuram is one of the oldest temples in South India and is the ultimate expression of Mamallapuram. The other notable places to visit are Tiger Cave, and the DakshinaChitra, a heritage centre where traditional crafts from the South Indian states are displayed and showcased. Folk artists give performances unique to their culture.

The Tamil Nadu Tourism Development Corporation's property namely Camping site Mamallapuram needs to be renovated, managed and upgraded to International Standards. The camping site belonging to Tamil Nadu Tourism is 33.95 acres in extent and situated on Beach Road, just before the Shore Temple, on the right side abutting an ancient temple tank. The site faces the seashore and has 18 cottages, 3 dormitories, 1 swimming pool 5 ft. deep, party hall etc in dilapidated condition and has good vegetal cover.

ii. Hotel Tamil Nadu Mandapam, Ramanathapuram District



Mandapam is a coastal town in Ramanathapuram district. A unique railway line on the Pamban bridge was constructed in 1986 known as the Indira Gandhi Bridge, is 2.2 km long connecting Rameswaram Island with the mainland and is the longest bridge in India constructed over a Bay. The railway bridge is noted for its unique opening to allow passing of ships through the sea. According to the legend, Lord Sri

Ram with brother Laxman, devotee Hanuman and the rest of the army returned to this holy place after finally emerging victorious against the demon – Ravana. They helped build a bridge with rocks from the sea shore, to cross the ‘Sethu canal’ and reach India. Lord Rama is also believed to have sanctified this place by worshipping and glorifying Lord Shiva, hence marking the confluence of Shaivism and Vaishnavism and is thus revered by both Shaivites and Vaishnavites alike. There is a strong belief that bathing in the 22 ‘Theerthams’ or natural springs is a step forward to enlightenment. Rameswaram has rightly been declared as one of the National Pilgrim Centers in the country. The Gulf of Mannar is unique as a first Marine Biosphere Reserve not just in India, but as part of South and South East Asia. It has 3600 Species of flora and fauna and is one of the biologically richest coastal regions in all of India’s mainland. Some of the islands are veritable “Biologist’s Paradise”. The notable places to visit are Ramanathaswamy Temple, Dhanushkodi, Sea World Aquarium.

The Tamil Nadu Tourism Development Corporation hotel, Rameswaram needs to be renovated, managed and upgraded to International Standards. The site is 2.04 acres in extent and faces the seashore. There is a youth hostel G+2 floors, six cottages, Restaurant/ bar, dormitories, staff quarters and compound wall with gate, in a dilapidated condition and has good vegetal cover.

iii. Vattakottai, Kanyakumari District



Kanyakumari, a popular costal pilgrim centre, has the proud distinction of being the Land’s End and the picturesque meeting point of the Bay of Bengal Arabian Sea and the Indian Ocean.

A temple dedicated to the Virgin Goddess Kanyakumari, is an imposing memorial to Swami Vivekananda, the Thiruvalluvar Statue on a mid-sea rock and magnificent views of sunrise/ sunset /moonrise, lure thousands of tourists round the year. Kanyakumari is the only location in the country where one can witness, the unique spectacle of sunset and moonrise, on a full-moon evening, almost

simultaneously. Though the sunrise can be viewed round the year, the sunset is visible only from October 15 to March 15, the five-month period covering the latter part of Dakshinayan and the early part of Utharayan.

Kanyakumari has been a great centre for art and religion for centuries. It was ruled by the Cholas, the Cheras, the Pandyas and the Nayaks. The architectural beauty of the temples in the area are the works of these rulers. Later Kanyakumari became part of the Venad kingdom with its capital at Quilon. The king of Venad, Anizham Thirunal Marthanda Varma, established Travancore by extending his domain further north up to Azhva, during his reign from 1729 to 1758. By this, the present Kanyakumari District came to be known as Southern Travancore. In 1741, Maharaja Marthanda Varma defeated the Dutch East India Company at the famous Battle of Colachel. Kanyakumari was under the rule of the Pandyan Kings till the downfall of Pandyas, and later by kings of Travancore under the overall sovereignty of the British (as "Cape Comorin") until 1947, when India became independent. Travancore joined the independent Indian Union in 1947. The reign of the Travancore royals came to an end. In 1949, Kanyakumari became part of the reconstituted Travancore-Cochin State. Around this time, a popular agitation by the Tamil-speaking people of the district for the amalgamation of Kanyakumari District with Tamil Nadu intensified under the leadership of Marshal Nesamony who is called 'Kumari Thanthai' (Father of Kanyakumari district). Marshal Nesamony was instrumental in the merger of Kanyakumari district with Tamil Nadu (then known as Madras State) in 1956 during the linguistic reorganisation of states.

Kathakali is a unique form of drama having its origin in Travancore. The age-old culture and traditional art of the Villu Paattu or Bow song, is an ancient form of musical story-telling art of southern Tamil Nadu. Bow, a weapon of warriors, also lends itself to be used as a primary musical instrument for the Villu Paattu artists. The region is covered with mangroves, sandy shores, sea grass beds that are conducive for turtle nesting. Coral reefs and pearl oysters are some of the exotic species while algae, reef fish, holothurians, shrimps, lobsters, crabs and Mollusca are among the common aquatic species found along the coast. The notable places to visit are Kumari Amman Temple, Thiruvalluvar Statue, Vivekananda Rock Memorial and Thekuruchi Beach.

The destination proposed for development is located near Vattakottai fort (4.5 acres in extent under ASI Control) located about 18 kms east of Nagercoil and about 7 kms from Kanyakumari. The depiction of fish design on the ceiling of the mandapam inside the fort traces its origin to the Pandya kings (12th Century AD). However, this fort was reconstructed in the 18th Century by the Venad kings and was made a military base by the British on later days.

The TTDC way side amenities (extent 51.2 cents consisting of park and small building) is a small structure requiring renovation and is located within 200 m of the fort entrance. The only attraction is the

Fort with 1000 footfalls every week end by predominantly European visitors. Of the 51.2 cents, total extent only 15 cents can be used for reconstruction. The site is ideally suited for a food court, children's park and rest area.

4. Scope of Work for Consultancy firm

The Consultancy firm has to work in close liaison with the Tamil Nadu Tourism Development Corporation (TTDC) / TNIFMC and will be responsible for the following tasks, but not limited to:

- a. Validation of existing DPR available with the Client for one of the proposed destinations namely Mamallapuram.
- b. To assess any existing infrastructure facilities available in the location and their usability for tourism. Also, to suggest necessary refurbishments/ upgradations required.
- c. Study the required infrastructure at each location including upgrade of existing facilities including number & type of rooms, tents, amenities, recreation options, F&B, accessibility, landscaping etc.
- d. Site analysis, survey and investigation, study on land use and regulatory requirements for each location to be conducted.
- e. Provide technical services covering preparation of master plan, architectural conceptual plan for the proposed infrastructure including common basic amenities etc. as per International Standards (IS), Bureau of Indian Standards (BIS). The Consultant shall study the existing planning and development regulations applicable to project site and ensure compliance to the same.
- f. The Consultant shall provide technical specifications, functional requirements, and the cost estimates for all the physical components along with all calculations and details required for third party peer review / audit and clarify any queries raised by the peer reviewer.
- g. To assess the possibilities of promoting beach related tourism, by planning a holistic development by integrating the latest technology tools/applications namely Virtual reality, Augmented Reality, Artificial Intelligence, Digital Interfacing and any other technology found to be suitable.
- h. Identification of opportunities to enhance the tourism experience by introducing suitable civic amenities such as Public Toilets, Drivers' rest area, Multi Modal Parking, Vendor plazas, landscaping, cycling trails etc which could be developed in conjunction.

- i. Identification of commercial opportunities to enhance locally visited sites in proximity to the target sites and/or create tourism experience opportunities such as thematic rides, user experience centres etc.
- j. Revenue model and business plan for all locations – to prepare Demand, Revenue projection including price point expected post development of site. This should include other revenue streams like adventure sports, F&B etc.
- k. The DPR and TA services should address the key pillars of development that the Government envisages (viz., Accommodation, Social infrastructure, Employment and Local community engagement) for destination development. The report should also identify issues relating to environment, land use, infrastructure, tourism products and their marketing, visitor and community experience, economy, training and education, strategies and resources, regulatory (approvals), enhancing community involvement and support for conservation and development of tourism. The DPR will provide a baseline document for the developer identified by the Transaction Advisory process in (k) below.
- l. Bid process management - Assist client in the Bid Process Management till the identification and signing of the agreement with the developers / contractors.
 - i. To identify the appropriate procurement and implementation strategy for development of the destinations. The mode of contract of various PPP models (such as BOT, DBOT etc) and their pros & cons of each strategy to be analysed along with specific recommendations.
 - ii. Prepare the bid documents such as EOI, RFQ, RFP and Concession Agreement.
 - iii. Assist client in responding to the queries that may be raised during the pre-bid meetings or anytime during the bid process management by preparing minutes along with addendum / corrigendum to the bid documents as required.
 - iv. The consultant shall prepare evaluation procedures with highest standard of efficiency, quality and integrity and assist the client to evaluate the RFQ and RFP etc.
 - v. For the administration of the bidding process, the consultant shall assist client during the various procurement phases – prequalification, bidding, negotiation and contract award.

5. Data, Services and Facilities to be provided by the client:

The Client will provide the following inputs and facilities:

- Access to the land and co-ordination with local authorities.
- Initial Reports and other reports available for the destinations.

- Comments or approval for each drawing, layout plan or report within 15 days from the date of submission by the Consultant.
- Any other available data /information relevant to the assignment.

6. Outputs and related payment schedule:

The duration of the assignment is 18 weeks and the outputs are sub-divided into the following.

- (a) Stage – 0 - Inception Report: Inception report to elaborate the methodology, work plan and deployment of staff etc - **5% of the contract amount on approval of Inception Report**
- (b) Stage -1 – Interim Report 1 - on validation initial reports and other reports for the destinations (Sl. Nos. 4 (a) above – **10% of the contract amount on approval of Interim Report 1– 2 weeks from date of approval of Inception Report.**
- (c) Stage -2 – Interim Report 2 – covering Sl. Nos. 4 (b), (c), (d), (e) & (f) - **20% of the contract amount on approval of Interim Report 2 – 4 weeks from approval of Stage 1.**
- (d) Stage - 3 – Draft Final Report – covering the above and Sl. Nos. 4 (g) & (h) – **15% of the contract amount on submission of draft final report – 2 weeks from approval of Stage 2.**
- (e) Stage – 4 –Final Report – covering the above and Sl Nos. 4 (i) & (j) – **20% of the contract amount on approval of final report– 2 weeks from approval of Stage 3.**
- (f) Stage - 5 – Bid Process Management – finalisation of procurement strategy and tender documents – **15% of the contract amount on approval of tender documents – 2 weeks from approval of Stage 4**
- (g) Stage 6 – Running the bid process and signing of the Concession Agreement/ Contract finalisation - **Balance 15% of contract amount on signing of concession/contract agreement– 6 weeks from approval of Stage 5**

Note:

- Client approval of the previous stage and go ahead is required before proceeding to the subsequent stage of works.
- The above fees include all the costs related to carrying out the services, including overheads, taxes, duties imposed on time to time by the government.
- All base documents including spreadsheet workings, survey data, survey questionnaire etc. used for this assignment shall be submitted to the client along with the Interim reports and the final report.
- The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been deployed on the project.
- Consultants shall attend periodical reviews to be conducted by the clients with various departments of the government. Consultants shall make presentations to clients and to various departments as required during various stages of the assignment.

7. Key personnel:

A) Team Leader Cum Architect

I	Educational Qualification Essential	Graduate in Architect/ Town Planning
II	Essential Experience	Min. 10 years' experience in preparation of development plans/schemes, sectoral plans, model town plans, sound knowledge in tourism / ecotourism development, development of Green / eco-buildings, architectural design for such structures including common property developments with national & international experience
III	Total professional experience	12 years

B) Ecotourism/Tourism Expert

I	Educational Qualification Essential	Post Graduate (added weightage if in the field of Tourism or related)
II	Essential Experience	Should have 8 years of experience in developing Ecotourism/Tourism destinations and worked in the preparation of DPR for at least 2 Ecotourism/ Tourism projects.
III	Total professional experience	10 years

C) Civil Engineer

I	Educational Qualification Essential	Graduate in Civil Engineering
II	Essential Experience	Min. 8 years' experience working as a Civil Engineer responsible for planning the civil components of the infrastructure development and providing detailed cost estimates, construction specifications and structural designs. Added weightage if having done any successful tourism / ecotourism related projects.
III	Total professional experience	10 years

D) Market Analyst

I	Educational Qualification Essential	MBA or equivalent post graduate degree
II	Essential Experience	Min. 8 years' experience in conducting market surveys and demand assessments particularly development of tourism related commercial / eco / green / buildings including common property developments
III	Total professional experience	10 years

E) Financial Expert

I	Educational Qualification Essential	CA or MBA in Finance or equivalent
II	Essential Experience	Min. 5 years' experience as Finance Expert having Sound knowledge of urban development issues in Commercial infrastructure projects and understanding of PPP, preparation of

		revenue model and urban governance issues (legal, institutional and organizational). Added weightage if having done any successful tourism / ecotourism related financial models.
III	Total professional experience	7 years

F) Legal cum Contract Expert

I	Educational Qualification Essential	Graduate in Law
II	Essential Experience	Min. 5 years' experience working as Legal cum Contract Expert having sound knowledge in preparation of RFQ, RFP, DCA for similar projects and /or other infrastructure projects. Added weightage if having done any successful tourism / ecotourism related projects.
III	Total professional experience	7 years

- The applicant is advised to prepare the CVs of their proposed Key Professional Staff specifically highlighting their qualifications and experience in the relevant areas of expertise.
- The CVs should also highlight the proposed Professional Staff's higher education, training and publication of technical papers, etc. as well as their experience in providing training in the relevant areas.
- The CVs should also reflect the details of projects handled in terms of area, costs, duration, source of funding, type of contract document used, etc. Broadly speaking, qualifications and experience in excess of the minimum requirements will be given higher weightage.

8. Composition of Review Committee:

The review committee comprising representatives from stakeholders and external experts would be formed by the Client. There shall be regular meetings wherein representatives of the Consultant & IHT will review the progress and other aspects of the work. The Consultant shall record the minutes of such meetings and maintain them as records for future reference after obtaining the Client's approval to the same.

9. Procedure for Review of Progress Reports:

The review committee will review the reports submitted by the consultant. The decisions/suggestion carried out will be reviewed in the next meeting. The comments or views on the various reports should be given to the consultant with in 15 days of submission.

11. Final Report

The Final Report shall be submitted to Chief Executive Officer, TNIFMC, No.19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028.

PRE - QUALIFICATION CRITERIA FOR CONSULTANTS

- I. Brief description of organization
- II. Outline of recent experience of assignments:
1. Name of the project
 2. Name of the owner or sponsoring authority
 3. Brief description of assignment
 4. Cost of assignment (Fees)
 5. Place of study as part of assignment
- III. Mention the model advised for execution if suggested
- IV. Attach Client certificate for completion of project
1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No
- V. Annual Turnover of the firm

S. N	Year	Amount in Rs.
1	2016-17	
2	2017-18	
3	2018-19	
	Average	

Duly certified by a Chartered Accountant

VI. Contact Person / Details:

Name :

Phone No:

email id :

VII. Details of EMD

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 7 years in the format given in Form F-2.
- (ii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iv) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (v) The consultant's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should include the following:

- Schedule of Price Bid in Form No.F-6 with cost break-up.
- Work program and time schedule for key personnel in Form No.F-7.

(2) Two copies (one original and copy) of the proposals should be submitted to Office of TNIFMC Ltd. with soft copy of Pre qualification and Technical proposals except Financial proposal.

(3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as per ToR after approval of the Reports.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of _____ Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for _____.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 7 YEARS

1. Brief Description of the Firm/Organization:

2. Outline of recent experience on assignments of similar nature:

Ongoing / Completed

<u>Sl.No.</u>	<u>Name of assignment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assignment</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactorily completed</u>
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. Only assignment with client certificates will be evaluated.

For ongoing (Letter of Award and agreement executed)

For completed (Letter of Award, Agreement, completion certificate)

FORM – F 3

WORK PLAN TIME SCHEDULE

A. Field Investigation / Work Schedule

Sl. No.	Item	1st	2 nd	3rd	4 th	Month-wise Program		
					5th	6th	7	

B. Manpower Schedule

Sl. No.	Item	1st	2 nd	3rd	4 th	Month-wise Program	
					5th	6th	

C. Compilation and submission of reports Schedule

1. As indicated under TOR
2. .
3. .
4. .
- 4.

C. A short note on the line of approach and methodology outlining various steps for performing the study.

D. Conditional bid will be liable for rejection

FORM NO.F-4

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Key Experts

Sl.No.	Name	Position	Task assignment
--------	------	----------	-----------------

2. Support Staff (as required)

Sl.No.	Name	Position	Task assignment
--------	------	----------	-----------------

Note: Full time members of the team shall not undertake any other assignments / projects during the period of the assignment / project.

FORM F-5

SUGGESTED FORMAT OF CURRICULUM VITAE

FOR MEMBERS OF CONSULTANT'S TEAM

1. Name: _____
2. Profession/
Present Designation: _____
3. Years with Firm/Organization: _____ Nationality: _____
4. Area of Specialization: _____
5. Proposed Position on Team: _____

6. **Key Qualifications:**

Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.

7. **Education:**

Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.

8. **Experience:**

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.

9. **Languages:**

Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.

Signature of Staff Member

Date:

FORM NO.F-6

SCHEDULE OF PRICE / FINANCIAL BID

(Cost should be provided in Cover 3)

<u>Items</u>	<u>Amount in Rupees</u>	
	<u>In figures</u>	<u>In words</u>
Cost		
GST		
Total cost of assignment		

Signature of Consultant

(Authorized representative)

Note: Price / Cost / Financials shall not be mentioned anywhere in either in cover 1 or 2

Cost Estimate of Services *

I. Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
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- a) Team Leader _____
- b) " _____
- c) " _____
- d)
- e)

Sub-Total (Staff) _____

II. Direct Expenses:

- a) Printing & Stationery and
- b) Survey Expenses
- c) other expenses (Please specify)

Sub-Total (Direct Expenses) _____

III. Out-of-Pocket Expenses:

a) Per Diem ¹	Room	Subsistence <u>Cost</u>	Total	Days
			_____	_____

b) Air fare: _____

c) Lump Sum Miscellaneous Expenses:² _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

TOTAL COST ESTIMATE _____

¹ Per Diem is fixed per calendar day and need not be supported by receipts.

² To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

* The information in this form is used to finalize Annex C to the Contract

FORM F-7
(To be attached with Technical Proposal – Cover II)

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>Number of</u> <u>months</u>
-------------	-----------------	----------	----------	----------	----------	----------	----------	----------	-----------------------------------

Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time _____
Reports Due _____
Activities Duration _____

Part Time _____

Consulting Services
Draft Agreement

Subject: (Name of Assignment)
(Name of Consultant)

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 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.
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 an 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 any taxes imposed on [Name of Consultants.]

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 indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Contract. 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 itstermination, the Consultant and any entity affiliated with the Consultant, shallbe 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. On issue of Letter of Intent (LoI), an acceptance for LoI shall be sent by consultants within 7 days and subsequently execute agreement with the client within 21 days from the date of issue of LoI. Failing to do adhere to this, the client reserves the right to cancel the consultancy work by forfeiting the EMD.

12. 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 7 days from the date of receipt of the LoI. 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.

13. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 21 days from the date of issue of LoI. The format is enclosed in Annexure-4.

14. 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.

15. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

Place:

Date :

Thiru._____

(Signature on behalf of Client)

Thiru._____

(Signature on behalf of Consultant)

Format of Performance Security Deposit Bank Guarantee

To

Chief Executive Officer,
TNIFMC Ltd
No. 19, TP Scheme Road,
RA Puram,
Chennai – 600 028.

In consideration of Tamil Nadu Infrastructure Fund Management Corporation Ltd (TNIFMC Ltd) (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 Intent 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 of 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 six 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 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2019.

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultants Personnel

Annex C: Consultant's Reporting Obligations