

**TAMIL NADU INFRASTRUCTURE FUND  
MANAGEMENT CORPORATION LIMITED  
TAMIL NADU, INDIA**

**REQUEST FOR PROPOSAL  
RFP NO. TNIFMC/TNSF/WWH-02/2020-21**

**CONSULTANCY SERVICES FOR PREPARATION OF  
DETAILED PROJECT REPORT (DPR) FOR DEVELOPMENT  
OF WORKING WOMEN'S HOSTELS AT VARIOUS  
LOCATIONS IN TAMILNADU, INDIA**

**December 2020**

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) or subsequently provided to Consulting firms, whether verbally or documentary form by or on behalf of Department of Social Welfare & NMP, Govt of Tamil Nadu by Tamil Nadu Infrastructure Fund Management Corporation Limited or any of their representatives, employees or Advisors (collectively referred to as "TNIFMC") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the TNIFMC to any party other than the entities who are qualified to submit their proposal (Bidder(s)). The purpose of this RFP document is to provide the Consulting firms with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each firm may require. This RFP document may not be appropriate for all persons and it is not possible for the TNIFMC, to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Each firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and where necessary obtain independent advice from appropriate sources. The TNIFMC make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TNIFMC accepts no responsibility of the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TNIFMC make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP. TNIFMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

# CONTENTS

Section 1. Letter of Invitation .....	4
Section 2. Terms of Reference.....	14
Section 3. Appendices.....	44
Annexure - 1 Eligibility Information to be provided by Consultants.....	45
Annexure - 2 Forms for submission of Technical and Financial Proposals....	47
Annexure - 3 Draft Agreement... ..	57
Annexure - 4 Form of Performance Security .....	65
Annexure - 5 ESG Information Format .....	67

# Section 1. Letter of Invitation

Dear Sirs,

**Sub: “Consultancy Services for Preparation of Detailed Project Report (DPR) for the Development of Working Women’s Hostel in Tamil Nadu, India”**

## 1. Background

As we know that Tamil Nadu is among most preferred states for working women in India, more and more women are joining the work force in cities, majority of whom are migrating from rural areas and smaller towns. In addition, women are coming to work in cities of TN from other states and countries also. Single working women are mostly staying in Hostels or PG accommodations due to safety, cost benefits and ease of getting place to stay. There are hundreds of working women’s hostels across the state run by private organisations and very few run by Department of Social Welfare, GoTN. However, quality, quantity and operation of these hostels are not adequate and satisfactory. Therefore, there is an urgent need to provide adequate and good quality hostel infrastructure for working women across the state. To address this issue, Department of Social Welfare has engaged Tamil Nadu Infrastructure Fund Management Corporation Limited (TNIFMC) to facilitate preparation of Detailed Project Report and Other services for development of such hostels at the locations where the department has the lands.

The identified 11 (eleven) locations are at

- (i) Cheyyar (Thiruvannamalai)
- (ii) Kotha petta village (Krishnagiri)
- (iii) Kilapakam village, Urapakkam (Chengulpet)
- (iv) Sriperumbudur (Kancheepuram)
- (v) Sholinganur (Chennai)
- (vi) Thalaivasal (Salem)
- (vii) Rasipuram (Namakkal)
- (viii) Puzhal (Chennai)
- (ix) Maduravoil village (Chennai)
- (x) Hosur
- (xi) Thiruvannamalai

\* **Note:** For Site -x and Site - xi, the Detailed Feasibility Report (DFR) was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client’s approval of Concept Design, the Consultant shall proceed to DTR stage.

TNIFMC intends to appoint Consultant for “Consultancy Services for preparation of Detailed Project Report (DPR) for Development of Working Women’s Hostel in Tamil Nadu.” Under this arrangement, the appointed consultant would be expected to work in close coordination with TNIFMC and its associates on this project. Therefore, TNIFMC invites proposals from interested and qualified consultancy firms with relevant experience of providing required consultancy services for similar projects.

The Tamil Nadu Infrastructure Fund Management Corporation Limited (herein after called Client) on behalf of Department of Social Welfare & NMP, Govt of Tamil Nadu is inviting the Requests for Proposals from the expert agencies/consultants for providing the Consultancy Services for the preparation of Detailed Project Report and other services such as (i) Bidding Documents and Bid

Process Management for the construction (The Project) with the related facilities and amenities and (ii) Provide design support during Construction / Execution of the project till completion.

2. The preparation of DPR shall inter alia include DFR and DTR i.e. site investigation & analysis, market research & analysis, preparation of master plan and concept design, cost estimation (block cost estimates as well as detailed estimate), design brief/ philosophy, detailed specifications, estimates and drawings for applying to Govt of India grant, assessment of operational cost, financials as part of DPR, technical services for preparation of detailed design for Structural, MEP and other amenities with specifications, functional requirements, detailed cost estimation with bill of quantities (BOQ), approvals from DTCP/CMDA, Local Bodies and other applicable regulatory authorities. As part of other services, the scope will include bidding documents and bid process management to enable the request for proposal for engaging contractor for construction and design support during construction phase. Bid process management services implies the support for the entire procurement process for the identification of Contractor(s). The detailed scope of services is given in the Terms of Reference (Section 2).
3. You are hereby invited to submit Technical and Financial proposals for Preparation of Detailed Project Report and other services including Bid process management services for construction of hostels which could form the basis for future negotiations and ultimately a contract between your firm and TNIFMC.
4. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedure described in this RFP.
5. A firm means an organization / company / firm / consultancy firm / partnership firm / Consultancy Company as a company. The purpose of this RFP is to select a firm as above captioned subject as per the Terms of Reference (ToR).
6. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of reference (TOR) (Section 2);
  - (b) Form for Submission of Eligibility information (Annexure 1);
  - (c) Forms for Submission of Technical and Financial Proposals (Annexure 2);
  - (d) Draft Agreement for Consultants' Services (Annexure 3); and
  - (e) Security Deposit/Performance Security - Bank Guarantee format (Annexure 4);
  - (f) ESG information format (Annexure 5)
7. A pre-proposal conference open to all prospective Consultants will be held on **18<sup>th</sup> December @ 11.00 Hrs (IST)** in the office of Tamil Nadu Infrastructure Fund Management Corporation Limited, (TNIFMC), No. 19, First Floor, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028. The prospective Consultant will have an opportunity to obtain clarifications regarding the eligibility criteria, scope of the work, terms of reference, contract conditions and any other pertinent information.
8. The Clarifications /Amendments, if any in the Pre-Proposal Conference will be published in the website of [www.tnifmc.com](http://www.tnifmc.com). No Separate Advertisement/ Communication for Addendum/ Corrigendum / extension of date will be published in the Newspapers.
9. In order to obtain first-hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visits the project site 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](mailto:tnifmc@tnifmc.com) before the proposal is submitted.  
The Bidders may send their queries on this RFP addressed to TNIFMC, email id: [tnifmc@tnifmc.com](mailto:tnifmc@tnifmc.com) at least two working days before the pre-proposal conference.
10. The Submission of Proposals:

- 10.1 The proposals addressed to the Chief Finance Officer, TNIFMC shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Eligibility Information" (Annexure 1) and "Forms for Submission." (Annexure 2). The proposal shall be submitted **on 5<sup>th</sup> January 2021 by 15:00 Hrs (IST)** to Tamil Nadu Infrastructure Fund Management Corporation Limited, No. 19, First Floor, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028. The Proposals shall be valid for ninety (90) Days from the date of submission and must be accompanied by an earnest money deposit (EMD)/bid security of Rs.100,000/- (Rupees One Lakh only).
- 10.2 Consultants who have been blacklisted or deregistered by the Government of India, Government of Tamil Nadu, any other Government, any PSU of Central Government or State Government or any other Public Sector during the last 10 years shall not be eligible to apply.
- 10.3 The "Technical" and package-wise "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in Annexure-1 and Annexure-2.
- 10.4 The first envelope marked "Technical Proposal" in one separate cover, viz., Cover-1 must be sealed and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/RTGS/NEFT to be taken in the name of "Tamil Nadu Infrastructure Fund Management Corporation Limited" payable at Chennai taken from any Scheduled bank in India. In case of payment through RTGS/ NEFT, a letter stating the same with proof of payment in the form of relevant bank statement and signed by the authorized signatory shall be provided. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract without any interest. **This cover shall also contain the "Eligibility Information" as per the format given in Annexure-1 and Technical proposal in the formats given in Form F-1 to F-5 of Annexure-2 along with soft copy in Pen drive format.** The bank account details of TNIFMC are as below:

Name of the Bank & Branch:	IDBI BANK, THIRUVANMIYUR BRANCH
IFSC/NEFT code:	IBKL0001055
A/C number:	1055102000005081
A/C NAME:	TNIFMC – OPERATING INCOME ACCOUNT

- 10.5 The first envelope should not contain any cost information whatsoever. The second envelope viz., Cover-2 marked 'Financial Proposal (Price Bid)' must also be sealed and initialed twice across the seal and should contain detailed price offer for the consultancy services in the formats as given in Forms F-6 of Annexure-2.

The Consultant shall provide detailed breakdown of costs and fees for each package as follows:

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

- 10.6 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney or board resolution (either General or Specific for this assignment) with adequate validity period accompanying the Proposal duly notarized by a Notary Public.
- 10.7 The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed 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, No. 19, First Floor, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028, up to **15.00 hours (IST) on , 5<sup>th</sup> January 2021.**

10.8 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".

10.9 Proposals not accompanied by the required EMD/bid security in the requisite form as mentioned in the RFP shall be summarily rejected.

## 11. Opening of proposal

11.1 The proposals (first envelope (cover 1) containing technical proposal only) will be opened by Chief Finance Officer, TNIFMC or his authorized representative in TNIFMC office at **15.30 hours (IST) on 5<sup>th</sup> January 2021**. It may please be noted that the second envelope containing the Financial proposal (Price Bid) will not be opened until eligibility criteria is evaluated and technical evaluation has been completed and the result approved and notified to all Consultants

11.2 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.

11.3 Late or delayed Proposals will not be considered for evaluation and shall either not be received or returned unopened.

## 12. Evaluation:

12.1 A two-stage procedure will be adopted in evaluating the proposals:

- i) Eligibility and Technical Evaluation: **The eligibility of Consultants will be verified based on the eligibility information provided by the Consultants as per the formats mentioned in Annexure 1, which will be carried out prior to evaluation of technical proposal as per minimum eligibility criteria mentioned in Clause 12.2 below.** The technical evaluation shall be taken up only for those firms found eligible.
- ii) Financial evaluation: it will be carried out only for the technically qualified firms;

## 12.2 Minimum Eligibility Criteria

Firms who have the following qualifications may submit the proposal –

- (i) The Sole firm / all members of the JV/Consortium members, shall be incorporated under respective Act and policies of the respective country and such entity(ies) should be operating for the last ten years as on **March 31,2020**
- (ii) The Sole Firm / all members of the JV/Consortium members shall NOT be blacklisted / debarred by any of the Central Government / State Governments in India / Multi-Lateral Funding Agencies.
- (iii) **Similar work experience in last ten years:**

The firm should have minimum experience of at least three Hostels/ Co-living/ Service Apartments/Hotel/ Residential projects with amenities involving Detailed Project Report (DFR & DTR), Architectural Master Plan, detailed design of Architectural, Structural, MEP & other amenities, preparation of specifications, bill of quantities, cost estimates, bidding documents and bid process management, design support during construction., with the built up area of not less than 10,000 sq. mtr each and Total Project Cost each not less than Rs. 20 crores. At least one of the project shall be completed in the last 5 years

Note :

In case of a JV/ Consortium, each member/ partner shall meet the work experience criteria individually also. JV/ Consortium is permitted to enable firms to join together for complementary strengths in terms of technical experience and competency only and not to meet the financial criteria or work size.

- (iv) **Annual Turnover in last three years:**

Annual turnover of the consultants not less than Rs. 4 Crore in any one of the previous three financial years (2017-18, 2018-19, 2019-20 (provisional)) in the case of sole bidder/ JV/Consortium bidder. In the case of consortium/JV bidder, it is expected that the lead firm should have experience primarily in the field of architecture & technical design for commercial development. The annual turnover of the lead firm should not be less than Rs. 2 Crore and the partner firm(s) annual turnover should not be less than Rs. 1 Crore in any one of the previous three financial years (2017-18, 2018-19, 2019-20 (provisional)). However, the total shall not be less than Rs 4 Cr.

(v) **Net-worth of the Bidder:**

The Sole firm / all members of the JV/Consortium members shall have positive net-worth as per last audited financial year.

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

12.3 **Technical Proposal:**

The Tender Scrutiny / Evaluation Committee appointed by the TNIFMC 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               | (10 points) |
| (b) Man-days & Workplan schedule         | (7 points)  |
| (c) Comments on Terms of Reference (ToR) | (3 points)  |
- (ii) **The minimum key staff\*\* proposed for the assignment (40 points)**
- |   |            |
|---|------------|
| (a) Team Leader cum Architect                 | (8 points) |
| (b) Strategy/Real Estate Expert               | (6 points) |
| (c) Senior Market Analyst                     | (5 points) |
| (d) Senior Financial Analyst                  | (4 points) |
| (e) Senior Structural cum geotechnical expert | (5 points) |
| (f) Senior MEP Expert                         | (5 points) |
| (g) Civil Engineer cum quantity Surveyor      | (4 points) |
| (h) Contract Expert                           | (3 points) |

\*\* Key personnel – be considered key staff, only if they are full time employees of the company or the consortium partners or Experts contracted by the Bidder for this assignment and they should involve fully in the assignment and be available for all meetings that are related to this assignment/project.

*Note: The Bidders are free to propose more team members at the key and sub-key level, 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*

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 - (15% 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.) - (85% 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.
- (d) Necessary Proof of educational qualification shall be attested and enclosed with the technical proposals.

**(iii) Presentation of Technical Approach, Methodology and Consultant's past project designs (best 3 projects): (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 (Key Personnel) must be present during the presentation. The qualified Consultants shall make the presentation and time schedule for presentation will be intimated to the qualified Consultants by TNIFMC.

Quality and competence of the consulting service and the quality of past 3 best projects done by the consultant, shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (S<sub>t</sub>) will only be considered for financial evaluation. The financial proposal of others will not be considered and returned unopened after completing the technical selection process. The Tamil Nadu Infrastructure Fund Management Corporation Limited 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, Tamil Nadu Infrastructure Fund Management Corporation Limited shall inform the Consultants who have submitted Proposals and meeting the minimum eligibility criteria, the technical scores accorded to their Technical Proposals and shall notify those Consultants whose Proposals did not meet the minimum eligibility criteria or 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 Tamil Nadu Infrastructure Fund Management Corporation Limited shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date will be fixed so as to allow Consultants reasonable time to make arrangements for attending the opening either in person or through an authorized representative.

**12.4 Financial Proposal:**

**12.4.1 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/ bid amount shall be read out and recorded. The client shall prepare minutes of bid opening.

**12.4.2 Evaluation:**

The Tender Scrutiny/ 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 in case of discrepancy between the word and figures, the lower of the two shall be considered. 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 ( $F_m$ ) in each package will be given the maximum financial score ( $S_i$ ) of 100 points. The financial scores ( $S_i$ ) of the other Financial Proposals in each package will be computed as per the formula given below.

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

12.4.3 TNIFMC 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 (R1). The remaining Bidders shall be ranked R2, R3 and so forth.

The weights given to the Technical and Financial Proposals are:

$T = 0.8$  and

$P = 0.2$

$S = S_t \times 0.8 + S_f \times 0.2$

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

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall include all taxes.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall include all taxes.

### **13. Negotiations:**

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

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

13.3 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, all tax liabilities and all costs, etc.).

13.4 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 R1 and ranked as R2 for Contract negotiations. If negotiation with R2 fails the above process will continue with R3, R4 and so on till all the technically qualified firms are covered. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

13.5 The Contract will be awarded after successful negotiations, with the qualified Consultant.

### **14. 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 TNIFMC 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 TNIFMC shall forfeit and appropriate the bid security or performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the TNIFMC towards, inter alia, the time, cost and effort of the TNIFMC, without prejudice to the TNIFMC's any other rights or remedy hereunder or in law.

Each Party represents, warrants and undertakes that:

- (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.
  - (b) Each Party shall, adhere to applicable anti-bribery and corruption laws.
  - (c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).
  - (d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy
15. Please note that the Tamil Nadu Infrastructure Fund Management Corporation Limited is not bound to select any of the firms submitting proposals. Further, TNIFMC does not bind itself in any way to select the firm offering the lowest price.
  16. Bidders are requested to hold their proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and their proposed price. TNIFMC will make its best efforts to select a Consultant firm within this period.
  17. Please note that the cost of preparing a proposal and of negotiating a contract including visits to TNIFMC, if any is not reimbursable as a direct cost of the assignment.
  18. Assuming that the contract can be satisfactorily concluded in January **2021**. Services will be expected to take-up / commence in January 2021 / February **2021**.
  19. The successful Bidder will be invited for signing agreement. The Bidder shall furnish Performance Security at the rate of 5% of the finalized agreement value (Phase 1) in the form of Irrevocable Bank Guarantee obtained from any one of the Scheduled Banks in India taken in favor of the “Tamil Nadu Infrastructure Fund Management Corporation Limited”, valid for a period of 60 days beyond the period of completion of services. 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.
  20. The Earnest Money Deposit of the successful Consultant will be discharged when the Consultant furnishes the required Performance Security and signs the Agreement.
  21. The Earnest Money Deposit may be forfeited
    - If the consulting firm withdraws the bid after bid opening during the period of validity of the bid.
    - If the Consultant refuses to accept the corrections of errors in his Proposal.
    - If the consulting firm withdraws the bid after the issue of Letter of Acceptance (LoA) of this bid.
    - 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 Acceptance
      - if the consulting firm has furnished incorrect information on qualification and experience.

22. If the successful Bidder fails to honor their commitment after award of the Letter of Acceptance (LoA), their name is liable to be blacklisted and will not be considered for availing services by TNIFMC 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.
23. The selected Consultant shall not disclose any information to others without the written permission of the TNIFMC.
24. The fees shall be quoted in Indian Rupees only. The consultants may note that the remuneration which they receive from the contract will be subject to normal tax liability in India. They may, if required contact the tax authorities concerned for further information in this regard.
25. No mobilization advance will be given to the Consultant.
26. Consortium between firms not exceeding two firms will be allowed. Memorandum of Understanding (MoU) shall be furnished along with Technical proposals. If the successful Consultant is a consortium/JV, they shall produce the relevant agreement at the time of signing of contract.
27. Consultant should feel free to submit their proposal on the basis of man-months estimated by them, considered necessary to undertake the assignment as per the scope and details provided in the ToR.
28. All documents relating to the Proposal and all communications in connection with the Proposal shall be in English language. All pages should be serially numbered and signed by the authorized representative of the Bidder.
29. TNIFMC reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
30. It has to be noted that any manufacturing or the construction firm with which the Bidder 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.
31. 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 and Conciliation Act 1996. The place of arbitration shall be at Chennai and the language shall be English.
32. Initial Test of responsiveness:
  - i. Technical Proposal along with EMD & Eligibility Information – Cover1
  - ii. Financial Proposal – Cover2
  - iii. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Bidder's 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. Conditional bid will be liable for rejection.

Yours faithfully,

Chief Finance Officer  
TNIFMC

Enclosures:

1. Terms of Reference.
2. Eligibility Information to be provided by Consultants
3. Forms for submission of Technical and Financial Proposals
4. Eligibility criteria Information Forms
5. Supplementary Information to Consultants.
6. Draft Agreement under which service will be performed.
7. Performance Security – Bank Guarantee format
8. ESG Information Format

## Key Details

1	Authority and place for receipt of RFP documents, seeking clarifications, and submission of completed RFP Documents	The Senior Manager (Admin.) Tamil Nadu Infrastructure Fund Management Corporation Ltd., No. 19, TP Scheme Rd, Raja Street Extension Raja Annamalai Puram, Chennai- 600028. 044-2464 8400 Email: <a href="mailto:tnifmc@tnifmc.com">tnifmc@tnifmc.com</a>
2	Pre-Proposal Conference	On <b>18<sup>th</sup> December 2020 at 11.00 Hrs. (IST)</b> in the Office of the Tamil Nadu Infrastructure Fund Management Corporation Ltd., Chennai – 600 028
3	Last date for seeking Clarification	2 working days prior to Proposal submission (i.e., on or before <b>30<sup>th</sup> December 2020 upto 15.00 Hrs.(IST)</b> )
4	Last date & time for submission of Proposals	Latest date & time for submission of Proposals <b>5<sup>th</sup> January 2021 upto 15.00 hrs. (IST)</b>
5	Place, date & time of opening of Proposals	O/o. Chief Executive Officer Tamil Nadu Infrastructure Fund Management Corporation Ltd., No. 19, TP Scheme Rd, Raja Street Extension Raja Annamalai Puram, Chennai- 600028. Tele: 044 – 2464 8400 Email: <a href="mailto:tnifmc@tnifmc.com">tnifmc@tnifmc.com</a>  <b>5<sup>th</sup> January 2021 at 15.30 hrs. (IST)</b>
6	Bid Security (EMD) amount	Bid Security (EMD) amount: INR.1,00,000/ (Rupees One Lakh only) as detailed in the invitation letter.

## Section 2. Terms of Reference

### Consultancy Services for preparation of Detailed Project Report for Development of Working Women's Hostel in Tamil Nadu, India

#### 1. Introduction

As we know that Tamil Nadu is one of the most preferred states for working women in India, more and more women are joining the work force in cities, majority of whom are migrating from rural areas and smaller towns. In addition, women are coming to work in cities of TN from other states and countries also. Single working women are mostly staying in Hostels or PG accommodations due to safety, cost benefits and ease of getting place to stay. There are hundreds of working women's hostels across the state run by private organisations and very few run by Department of Social Welfare, GoTN. However, quality, quantity and operation of these hostels are not adequate and satisfactory. Therefore, there is an urgent need to provide adequate and good quality hostel infrastructure for working women across the state. To address this issue, Department of Social Welfare has engaged Tamil Nadu Infrastructure Fund Management Corporation Limited (TNIFMC) to facilitate Detailed Project Report and other services for development of such hostels at the locations where the department has the lands.

#### 2. Project Details (the "Project")

##### 2.1 Description

The Department of social welfare has identified 11 locations/ sites for development of working women hostels. For the same a Detailed Project Report along with other services is required.

These hostels are to be developed to meet the demand of safe, convenient, affordable and good quality accommodation for single working women across TN. The target group would be single working women with gross monthly income up to Rs 50000/- in Metropolitan areas and Rs 35000/- in other areas (as per the current Govt of India guidelines). However, there can be some units for higher income women also to cross subsidise the target segment to make the overall development self-sustainable. The hostels are to be maintained and operated professionally with good quality infrastructure, safety and amenities.

The target customers shall be women from economically weaker section (EWS) and low-income groups (LIG), however, it can provide accommodation to women from higher economic strata also in such a way that the operating model becomes financially self-sustainable.

##### 2.2 The Site (Location Details)

The identified locations' details are as below:

Site No	Site Location	Survey no	Size of Land (Hectares as in land document)	Size (sqm)
Site - 1	Cheyyar, Tiruvanamalai	111	0.1147	1,147
Site - 2	Kotha petta village, Krishnagiri	67/2	0.10.12	1,012

Site - 3	Kilapakam village, Urapakam, Kanchipuram	No.44	0.11	1,100
Site - 4	Sriperambabur, Kanchipuram	1517/1	0.06.5	650
Site - 5	Sholiganallur ,Thoraipakkam -1	405/8 A3	04.12.5	41,250
Site - 6	Thalaivasal, Salem	19	0.404686	4,047
Site - 7	Rasipuram, Namakkal	A Block-6/1/1	0.12	1,200
Site - 8	Madavaram, Puzal Village	270/1	00.52.5	5,250
Site - 9	Maduravoil Village , Chennai	446/1	00.45.00	4,500
Site - 10*	Hosur	5/2	-	1,575
Site - 11*	Thiruvannamalai	1895/6	-	1,597

\* **Note:** For Site -10 and Site - 11, the Detailed Feasibility Report (DFR) was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design, the Consultant shall proceed to DTR stage.

---

## 2.3 Objectives\*

---

The objective of the study is to carry out Detailed Project Report and other services to determine the optimal working women's hostel product that can be developed and operated at various identified locations in TN to achieve the objectives of the project as enumerated in earlier sections in a sustainable manner.

The study covering all sites shall be based on but not limited to the Site study and evaluation including collection and verification of all land documents, Detailed primary market survey, Demand study & analysis, perception study, Competition landscape, architectural Site Plan & concept design, Detailed Specifications and amenities, ESG Information, Detailed Technical Report (DTR) including Detailed Design, Design Brief/ Philosophy, Specifications, Bill of Quantities & Estimation ,Regulatory requirement, CMDA/DTCP and other regulatory approvals, SWOT analysis, Risk evaluation & mitigation strategy, ESG Risks evaluation, Environment Management Plan, Study of Govt of India, Govt of Tamil Nadu and other relevant schemes/ guidelines , Pricing Strategy, Marketing, Branding & Leasing strategy, Block Cost Estimate with BOQ (to meet Design and Build Procurement) and Cost (Operational and Capital both), Financials, identification of competent operators to operate these hostels. The other services will include (i) Bidding Documents and Bid Process Management for the construction (The Project) with the related facilities and amenities and (ii) Provide design support during Execution of the project till completion.

\* **Note:** For Site -10 and Site - 11, the Detailed Feasibility Report (DFR) was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design, the Consultant shall proceed to DTR stage.

## 3. Scope

---

### 3.1 Scope of Services

---

The Lead Consultant is expected to be primarily an Architecture / Engineering / International Property Consultant and be able to perform in-house or through JV or through Consortium or be able to appoint-and-manage sub-consultants as outlined in **General Requirements** below:

*(In this document, any party denoted the Client refers to TNIFMC; and the Consultant refers to Lead Consultant including other trades/sub-consultants)*

- (i) The Consultant shall, be responsible as the Lead Consultant for the design and supervision of all elements of the Project, and the management, co-ordination and integration of all such design and supervision elements from the stage of Detailed Project Report to Construction & Final Hand-Over after DLP.
- (ii) The Consultant shall provide the following services (perform services in-house or appoint-and-manage) during the relevant phases as outlined in **3.2 Schedule of Services**:
  - Detailed Project Report (Detailed Feasibility Study and Detailed Technical Report)
  - Architecture
  - Interior Design
  - Civil & Structural Engineering
  - MEP Engineering (including ELV and ICT/AV)
  - Landscaping
  - Quantity Surveying and Cost Consultant
  - Survey, Soil Investigation / Geotechnical Studies
  - Fire & Life Safety
  - Vertical transportation
  - Sustainability (at least IFC-EDGE/ GRIHA Green Building certification)
  - Waste Management
  - Graphic Design and Signages
  - Obtaining all Authorities' approvals, permits and NOCs (Statutory Fees to Authorities will be paid by the Client)
  - Accessibility (design for differently abled)
  - Construction Administration support to Project Management Consultant (PMC - to be appointed by Client later during Construction phase)
- (iii) Organize procedures for the timely exchange of information between project stakeholders with reference to the services stated above.
- (iv) Establish a Design Programme/Schedule and Work Plan for management and control of the Project, based on the outline programme in RFP, which shall represent a realistic coordinated plan for the integration of design elements of the Project and the time needed for them. The Design Programme shall identify dates when the design inputs of the several Consultants and specialist sub-Consultants undertaking design are required to enable the design to be completed in accordance with the Design Programme. In addition to the design programme, the Consultant shall identify all statutory / regulatory permissions, consents and no objections (NOCs).
- (v) Monitor and update the Design Programme and Design Control Plan as necessary throughout the course of the Project. Advise TNIFMC if the Design Programme is unlikely to be met and advice of corrective measures that may be necessary with a view to ensuring that overall milestones are achieved.
- (vi) Establish lines of communication and reporting between TNIFMC, Dept of Social Welfare & relevant government departments, the PM Consultant, the Contractor, third party service providers, Several Consultants and any specialist Sub-Consultants carrying out work. Issue agendas convene and chair meetings and workshops and provide minutes of such meetings and circulate to attendees.
- (vii) Present and report on a weekly and monthly basis the progress of the design including during construction phase.



- (viii) Co-ordinate design work done by the specialist sub-Consultants and monitor their performance, identifying any discrepancies and/or anomalies, taking corrective action and reporting thereon to TNIFMC.
- (ix) Consultant shall not without the consent in writing of TNIFMC agree to any variation, omission, alteration or modification of the Project except such as does not materially affect the scope of works and/or increase the cost of the Project including the costs of any associated delays.
- (x) Advise the Client of the implications of any changes, variations, alternative designs and materials associated with the Project and recommend appropriate actions.
- (xi) Bring to the Client's attention any published changes to relevant statutes, byelaws, regulations or constraints which may affect the Project within the scope of the appointment of which it becomes aware.
- (xii) The consultant shall review documentation supplied by the sub consultants for compliance with design and documentation requirements and for appropriateness in relation to the design brief.
- (xiii) It is the Designers obligation to design the building to achieve the Client's budgets and facilities criteria, which are established at end of DFR stage. Any/all re-designs (including value engineering) by the designer or his sub-consultants to achieve the approved budget, facilities criteria shall be at the expense of the consultant.
- (xiv) The Consultant must also act in the capacity of consultant quantity surveyor managing and advising on all costs relating to building project. This role includes but is not limited to forming the initial calculations relating to initial concept and outline designs, producing cost information appropriate to the stated stages of the project throughout the design development and procurement, phases. Throughout this process the Consultant Quantity Surveyor shall pro-actively seek to minimize the costs of a project and enhance value for money, whilst still achieving the required standards and quality. For clarity, the Consultant will not be responsible for Quantity Surveying scope for the Construction phase.
- (xv) The Consultant shall not proceed into subsequent phases of the design without the written approval from the Client on the deliverables of the previous phase of the design.
- (xvi) Format of deliverables for all stages shall be in both soft and hard copies. Soft copy to include CAD & PDF for drawings and 300dpi JPEG/TIFF for images; hard copy shall be in 5 full-size print sets.

---

## **3.2 Scope of Work**

---

### **A. Overview**

#### **Phase 1 - Basic Services (Detailed Project Report)**

The primary objective is to carry out detailed feasibility study to determine the optimal product mix that can be developed at the proposed site along with and detailed technical report including detailed designs and estimates.

The scope includes but not limited to the detailed primary market survey, Demand study & analysis, perception study, Competition landscape, appropriate site master plan & concept design, design philosophy / brief (with detailed specifications and design of all disciplines such as Structural, MEP, etc), Preparation of Detailed Design and GFC (Good for Construction) drawings and specifications. Preparation of Detailed Bills of Quantities (BOQ), SWOT analysis, Risk evaluation & mitigation strategy, Financials, Model of development and then operation , Branding & Marketing strategy, Costing (block

cost estimate and detailed estimate) & financial analysis and evolving procurement strategy for selection of contractors, Identification of good operators etc.

\* **Note:** For Site -10 and Site - 11, the Detailed Feasibility Report (DFR) was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design, the Consultant shall proceed to DTR stage.

### **Phase 2 - Other Services (Support for Tender & Construction)**

*The Client may or may not proceed to the Phase 2 Other Services (either fully or partially) at its sole discretion. Client is also at liberty to re-tender full or part of this portion. For clarity, Client can stop this portion of work scope without providing any reason to the Consultant:*

1. Preparation of Tender / Bid Documents for all components of the construction (Civil works, MEP including ICT-AV, Landscaping, Interiors, other specialties, etc.)
2. Design Support during Construction

## **B. Detailed Scope of Work**

### **Detailed Scope of Work: Phase 1 - Basic Services (Detailed Project Report)**

**Note:** For Site -10 and Site - 11, the Detailed Feasibility Report was already completed. The Consultant shall directly prepare only Concept Design (ref 3.2.1, 3.2.3 below) based on the DFR reports shared by the Client. After Client's approval of Concept Design, the Consultant shall proceed to DTR stage.

#### **3.2.1 Evaluation of Site: Data Collection & Analysis**

- a. Make site visits and meet project stakeholders to understand project requirements
- b. Identify and summarize Client's needs and objectives, business case and all possible constraints on development.
- c. Data collection and mapping – Collection of all relevant details pertaining to the site and location such as existing amenities, facilities, infrastructure services and constraints if any, etc.
- d. Survey with cadastral details – Carry out Site Survey including topographic survey and cadastral details. Total station survey shall be carried out earmarking boundary of site, existing structures & features, contours at 0.5 meters etc. and drawings to be provided in digital CAD drawings format
- e. Collection of physical site details – Layout, Size, shape, topography, contour, existing structures including adjoining / adjacent to the plot.
- f. Land Use and Development Control Regulations – Master plans, zonal plans, building bye laws, development regulations, permitted land use and FAR at the site, rules for obtaining permissible Floor Area Ratio(FAR)/ Floor Space Index (FSI), Transferable of Development Right (TDR), etc., circle rates of land for various use in the area, market rates as per past land deals. The existing layout showing the land details would be shared to successful consultant. The cadastral and topography map indicating the various features including existing structures, roads etc, topography of site and proposed layout are to be developed by the successful consultant as part of the scope of services.
- g. Collect & analyze all relevant laws such as environmental laws, town planning laws & any other laws, regulatory framework applicable that will govern or pose restrictions & affect development of land use
- h. Data/ information pertaining to Rainfall, climate, land shape configuration, settlements, social amenities, Administration/ Local Body, Demography of the town/city (population, male/female, working population, literacy etc), Water body and Water source, Stormwater Drain,

Environment data (wind, earthquake, archeological significance), Biological environment data (Flora and fauna, protected areas, demarcated zones, wildlife, land use, flood mitigation measures, site constraints and mitigation measures) , Highest Flood Levels, Waterlogging, Cyclone etc

- i. Collect data on existing level (including highest floor level and adjacent road levels) and extent of existing services such as water supply, sanitation, electricity supply, Communication/ Telecom services, Sewerage network, sewerage treatment plants, firefighting system, parking requirement and any other data felt necessary along with information, communication & technology (ICT) infrastructure.
- j. Collection of details of the title and the relevant records / for verification
- k. Collect and analyze Planning Proposals within the influence area of the site
- l. Develop profile of site including physical area, location, approach, connectivity, and demographic and socio-economic profile of surrounding areas. The catchment area shall be as per statutory requirements if any or within a radius of one km for each of the plots.
- m. Undertake consultation with private players to identify trend in real estate market in terms of land rates (market rates and collector guideline rates), product mix, map major real estate and infrastructure projects in vicinity and their profile including of similar nature.
- n. Assess growth drivers and constraints that are likely to impact demand and supply.
- o. Analyze provisions like land use and development control regulations to identify possible development, infrastructure availability.
- p. Collect and provide ESG Information (As per Annexure 5)

### **3.2.2 Demand Assessment & Market Analysis**

- a. Conduct Detailed Market research based on primary data by making use of analytical and statistical techniques based on the gathered information and interpret information in an organized/scientific manner;
- b. Market research shall be based on Primary market research techniques viz., focus group, survey and questionnaires, observations, trial & experimentations, and In-depth Interviews.
- c. Carryout a detailed benchmarking for a radius of 5 km from the site and mapping of proposed competitive activities in this area
- d. Prepare a comprehensive demand assessment model using qualitative and quantitative methods
- e. Consultant shall carry out a perception study to identify expected projects, feedback on demand potential, developers' and operators' perception of the proposed site, and key concerns, projected revenue and cost (capital as well as operating) for various expected projects/ development etc.
- f. Evolve the product mix based on demand and Opportunities assessed through the Primary market research
- g. Analyse market conditions like product mix, absorption rate, occupancy levels, market trend, ongoing and future market conditions, rental and capital market trend, competition from other market players, investment scenario in similar asset class in the market
- h. Carry out SWOT Analysis.
- i. Analyze and draw conclusions from case study and suggest additional amenities that will boost the proposed development to realize it as a very successful hostel.
- j. Define the type, quality & extent of infrastructure facilities and communication & data transmission services required.
- k. Analyze the provisions/ restrictions to development of project due to relevant laws that shall facilitate the preparation of Master Plan.
- l. The consultant shall spell out the objectives considered, the limitations/ constraints/ risks & strategy they propose to tackle.

- m. Analysis of the common areas vis-a-vis rented areas and cost analysis of the same to derive cost of built up area;
- n. Based on best use analysis, recommend appropriate product mix, positioning, pricing sizing of project, and its phasing including development strategy.

### **3.2.3 Site plan and Concept Design**

- a. Based on the Client approved product-mix from Demand Assessment & Market Analysis stage, develop a suitable Concept Design in close coordination with TNIFMC (“the Client”) and Project Stakeholders such as Dept of Social Welfare, etc.
- b. Develop and discuss preliminary Concept ideas with the Client prior proceeding to Concept Design Phase.
- c. Based on the analysis and conclusions of Surveys, Data, market surveys and case studies, the consultant shall draw conclusions in respect of requirements of various Zones and Land uses, Requirements of Built form and landscape planning, Requirements of infrastructure, communication facilities, and data transmission facilities, type and degree of architectural control desired, requirements of vehicle parking and other transport related facilities particularly the links with nearby Public Bus stop/ Auto stand/ Railway stations/ Metro station etc. Based on the analysis of the provisions/ restrictions to development city level nodes as per relevant laws that will affect the preparation of Master Plan, prepare a frame work for the Master Plan and strategy for implementation. The master plan shall be prepared depicting the infrastructure proposals like main building, common properties, external roads, water supply arrangements including water management, sewerage, drainage, power, solid waste management, street lighting etc;
- d. Prepare the Architectural Concept Plan with area statement of floor plates including common area allocation in the built up area , road area, common amenities & facilities, landscaped areas and electrical lines layout transformer location, water supply system location (water reservoir, pump-house, service reservoir),sewer lines, water lines, storm water drainage system, communication system, fire hydrants, watering the lawns & gardens, STP, Waste Management etc;
- e. Present traffic flow and future impact on transportation system and adjoining roads by the proposed development on the site
- f. The Consultant shall carry out detailed case studies of the best practices and learning from similar development projects from India / abroad and make clear and actionable recommendations on each of aforesaid items. Through the global review and benchmarking exercise the Consultant shall identify 3 (Three) signature projects of similar nature and complexity from Indian perspective, on lines of which signature projects can be developed to suit the local conditions.
- g. Prepare detailed outline specifications of all disciplines such as Structural, MEP, façade, etc.– sufficient for Design-Build Tender along with design philosophy / design brief
- h. Based on collected data and site appraisal the Consultant shall prepare the preliminary estimates of cost (block cost estimate) of development and expected revenue realization
- i. Detailed Task Description**
  - Liaise with Authorities and obtain complete details of applicable regulations, laws, planning controls and clarifications related to project.
  - Prepare at least three design options to Client, by means of presentations and report.
  - Present at least 3 case studies of similar project developments
  - Compile a draft multi-disciplinary Concept Design Report, submit, and present to the Client for review.
  - Based on Client comments and inputs, prepare a final Concept Design option
  - Present traffic flow and future impact on transportation system and adjoining roads by the proposed development on the site

- Prepare Environmental and social screening report to determine the likely impacts
- Consultant shall ensure that the Concept Design is practically constructable and within realistic, reasonable programme and budget
- Resubmit the revised Concept Design Report incorporating all Client's comments for approval.

### **3.2.4 Project Structuring**

- a. To study and suggest various project structure model for development, financing and operation
- b. The Consultant shall review and assess appropriate institutional, legal and regulatory framework for development of the project through different options including public private partnership;
- c. Suitable project structuring models shall be assessed and the most suitable model shall be recommended by the consultant keeping in view the quick implementation and acceptability and marketability to the investors. This may include a project structure and funding models with a basket of public funding and private investment.
- d. Prepare a branding and marketing strategy
- e. Prepare procurement strategy – Analysis of expertise towards implementation of project under Design-Build / EPC / PPP route
- f. Design the implementation strategy for the project including details regarding the responsibilities involved in the project development and operation stage.

### **3.2.5 Financials and Business Plan**

- a. Evaluate strategic objectives in relation to the Project and advising on the commercial and capital structuring, especially with reference to Applicable Laws.
- b. Collection, compilation and analysis of relevant financial data relating to all costs and revenues with sensitivity analysis.
- c. Prepare a reasonable estimation of the likely revenues; The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. The analysis shall include all the elements of the project.
- d. Assessment of commercial viability of the Project.
- e. Identify expected returns of various stakeholders involved to make the project attractive for investment
- f. identification of project risks and in allocation of the same in an efficient and economic manner; The consultant shall conduct a risk analysis of the development to determine, asses, allocate and manage/mitigate risks (such as but not limited to project, commercial, financial, political, economic and legal risks) during all project stages;
- g. Risk assessment including Market, Political, Approvals, Financing, Pricing, Force majeure, Environment, Social & Governance (ESG) risks, etc
- h. The consultant shall also undertake sensitivity analysis by identifying most critical factors and determine their impacts on the IRR, including varying project costs and benefits, implementation period and combination of other factors;
- i. The consultant has to analyse for its feasibility in respect of financial aspects and give their recommendation. The analyse includes breakeven analysis, sensitivity analysis and cost benefit analysis.

### **3.2.6 Detailed Technical Report (DTR)**

- (i) The Consultant is required to prepare the Detailed Technical Report (DTR) based on the DFR phase for the entire area and prepare the detailed architectural plans, structural designs, MEP including electrical, water supply and sanitary arrangements, Internet connectivity

points, CCTV, building management system, and site development plans including the compound wall, internal roads and mechanical equipment, signage and landscaping, etc., and also to prepare the Bidding documents and estimates with bill of quantities for the construction contract and Bid process Management .

- (ii) Therefore, it is imperative that the Consultant has the requisite expertise in preparation of DTR's and Bid Process Management with proven experience in handling major construction projects of similar nature and magnitude. The DTR will be prepared using international best practice, latest innovative techniques and Green certification concept and process. Also, the proposed construction technology as defined in the Technical Specification should involve use of the latest techniques and it is expected that the Consultant engaged and experts deployed will have proven experience of handling such projects.
- (iii) The Project will be designed to meet functional, structural, safety, serviceability, maintainability and aesthetic requirements. Necessarily, the Project should have the iconic design with the following in the planning & development but not limited to:
- Buildings to be compliant with Chennai Metropolitan Development Authority (CMDA)/DTCP rules, local bye-laws and other statutory norms and with Green building certification;
  - Architectural design including finishes and materials
  - Structural & MEP design with innovative techniques
  - Interior design
  - Robust fire fighting arrangements with fire escape Fire alarm system, as applicable
  - Building Management System with proper security and monitoring systems including access control, face recognition access.
  - Adequate ventilation
  - Lightning arrestor
  - 100% power back up system
  - Rain water harvesting to recharge the ground water
  - Central A/C plant and AHU in each floor
  - Passenger and service lifts as per the norms
  - Adequate service space with common facilities to cater for the various needs
  - Ducts to accommodate communication cables, power lines, sewer lines, water supply lines, A/C ducts, pipes for fire fighting
  - Drainage facilities
  - Dining and Pantry areas, Fitness room, Medical room, Creche, parking, etc.
  - Landscaping, circulation space & internal roads, STP, Transformer yard, Security Cabin, Rest rooms for Security and maintenance staff etc.
- (iv) The Consultant to carefully plan the activities for efficient delivery of services in line with the overall programme / time schedule of the project. The Consultant is expected to reflect this requirement in their Technical and Financial proposals when detailing the quantum of planning, design and bid process management work to be undertaken.
- (v) The Consultant is required to operate from an office in Chennai. During the DTR and Procurement phase, the office will have experts performing project preparation activities.

**(vi) Phase Objectives**

- Detailed Design:  
The Consultant shall build upon the conceptual architectural design, floor plans etc and shall carryout Detailed Engineering Design and prepare the DTR. The DTR shall also include preparation of detailed design of Architectural, Structural, MEP designs, cost estimates, BOQ, specifications, GFC (Good for construction) drawings, work programme.
- Planning Approval:

The Consultant shall assist the Client or the Client's Special Purpose Vehicle (SPV) in obtaining all required approvals, which also includes Environmental Clearance and approval from CMDA/DTCP and other authorities. The Consultant shall promptly comply with any observations of, or changes that may be required by, the relevant authorities in order to obtain the approvals. The payment (to be paid to the Statutory authorities) for all required approvals will be paid separately by the Client or the Special Purpose Vehicle (SPV).

- Engineering Compliance:

The Consultant shall ensure that high quality design is achieved and DTR is carried out in full compliance with the engineering design, technical specifications and under the International Best Practices.

- (vii) Based on the traffic surveys details given in the DFR, analyse & design of traffic ingress/egress and parking facility
- (viii) Conduct soil test, hydrological survey and any other tests to determine essential data regarding sub-soil conditions and design the suitable foundation for main structures and all other infrastructures.
- (ix) Collect the additional information if the data available in the DFR is not sufficient for designing of infrastructure such as approach road, parking facility (both two wheelers and four wheelers), water supply and sewer arrangements, storm water drains, development of ground water source including rain water harvesting, landscaping, electrical distribution network with related facilities such as back up supply, fire detection/protection system, etc.
- (x) Site evaluation, analysis and impact assessment of the proposed development on the immediate environs and prepare the Environmental Management Plan (EMP)
- (xi) Validate & Update the conceptual architectural designs and the related facilities adopting a modular approach and carry out detailed architectural design with floor plans, elevations and sections with full scheduling for joineries, lighting & plumbing arrangements etc.
- (xii) Prepare structural design conforming to the various national and international standards, specifications and best engineering practices and ensuring that there is homogeneity, congruence and harmony among all these components.
- (xiii) Prepare interior design wherever required and any other services that constitute the relevant comprehensive architectural services.
- (xiv) Prepare sanitary, plumbing, drainage, water supply and sewerage system designs including solid waste management.
- (xv) Prepare electrical, electronic, communication systems and internet system designs.
- (xvi) Prepare AC design and mechanical systems designs.
- (xvii) Design of elevators and escalators.
- (xviii) Design of fire detection and fire protection system.
- (xix) Design of lighting and signage.
- (xx) Design of disaster management system.
- (xxi) Design of integrated building management system and security & access control system within and outside the entire campus.
- (xxii) Develop the maintenance scheme for the proposed infrastructure.
- (xxiii) Design of the following components:
  - Parking
  - Facilities for attendants and visitors
  - Communications centre including postal, telecom, internet and logistics support.
- (xxiv) Prepare detailed engineering designs and drawings for all the works including Good for construction (GFC) drawings
- (xxv) Prepare detailed cost estimates along with state of art specifications
- (xxvi) Specify the standards and norms that need to be followed by the implementing agency.
- (xxvii) Provide support to project management consultant until the successful completion of the works in respect of design and estimation.

- (xxviii) Strictly follow the principles/concepts given below:
- Green building & landscape architecture
  - Architectural conservation
  - Energy conservation
  - Cost effectiveness
  - Compliance with the requirements and regulations of all relevant authorities
- (xxix) Obtain all necessary clearances, permits and approvals from all relevant authorities before the issuance of the bidding documents for the construction contracts. Following application by the Consultant, the Client shall provide the necessary supporting letters as required to enable implementation and will pay fees for the necessary clearances, permits and approvals from all relevant authorities. In case the Consultant does not obtain all the necessary clearances up to the completion of the assignment, a deduction of up to 10% of the Contract Price will be made from the final payment. The amount thus deducted will not be released until all necessary clearances have been obtained.
- (xxx) All relevant authority (including CMDA/DTCP) requirements and laws, the specifications of PWD/CPWD, Bureau of Indian Standards & best International standards, the Tamil Nadu Electricity Board rules for electrical systems, the Chief Electrical Inspectorate General standards, fire authority norms & IEEE specifications shall be followed.
- (xxxi) While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local authorities should also be taken into account. Such aspects should be clearly brought out in the reports and drawings.
- (xxxii) Standards and Code of Practices**  
All activities related to field studies, design and documentation and construction works shall be done as per the latest guidelines/circulars of NBCC, NFPA 130, relevant IS/BIS codes, CPWD & State PWD building practice, Standard Specifications for Roads & Bridges, IRC codes, IS special publications and to the laws and requirements of the relevant authorities and accepted Government procedures. The Consultant shall finalise these details in consultation with the In-house team.
- (xxxiii) Quality Assurance Plan (QAP)**  
The Consultant should have a detailed Quality Assurance Plan (QAP) for all field studies including topographic surveys, engineering surveys and investigations and design and documentation activities. The quality assurance plans and procedures for field studies, engineering surveys and investigations, design and documentation activities should be presented in separate sections like engineering surveys and investigations, sub-soil investigations, investigation and design of structures, drawings and documentation, preparation, checking, approval and filing of calculations, identification and traceability of project documents etc. Further, additional information shall be furnished regarding the details of personnel who shall be responsible for carrying out/preparing and checking/verifying the various activities of project preparation and implementation. The draft QAP document must be discussed with the In-house team upon the award of the Contract and finalized. The same shall be submitted as part of Inception Report within 7 days from the commencement of the Services.  
It is imperative that the QAP is approved by the Client before the Consultant starts the field work.
- (xxxiv) Review of Data and Documents**  
The Consultant shall review the data provided in the DFR and also collect the additional data and information relevant to the project. The data and documents of major interest shall include, but not be limited to, the following:
- Climate
  - Survey and evaluation of locally available construction materials



- Type and location of existing utility services and encumbrances (e.g. optical fibre cable, O/H and U/G electricity, telephone lines, water mains, sewers, trees, graves, places of worship etc.)

**(xxxv) Geotechnical Investigation and Sub-soil Exploration**

The Consultant shall carry out geo-technical investigations and sub-soil explorations adopting relevant IS codes for the proposed structures and other locations as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. The minimum scope of geotechnical investigations shall be as under:

- The proposal for the boring locations and the depth of boring shall be prepared by the Consultant and finalised in consultation with the In-house Team. The number of bores should be at least one per site subject to minimum as required by relevant BIS code and if any abnormal variation is noticed then additional bores to be done with the approval of Client.
- The sub-soil exploration and testing should be carried out in the presence of the Geotechnical Engineer. If the geotechnical investigation is outsourced, the company selected by the Consultant for this purpose shall be approved by the Client before the start of such works

**(xxxvi) Design & Drawings**

- Review the Conceptual architectural design finalised in the DFR and based on this, a detailed architectural designs are to be prepared with notes to demonstrate the architect's general understanding of the requirements and recognition of the need for an economical and functional design concept.
- The detailed architectural drawings with elevations, sections, details of joinery, railing, standard amenities and all other relevant details necessary for construction are to be prepared and discussed with the In-house Team and modified as suggested by them.
- After obtaining clearance from the Client for the detailed architectural designs, Structural analysis and design using STAAD Pro, STRAP or equivalent and structural drawings following relevant I.S. Codes shall be prepared immediately after the approval of detailed architectural drawings. The Senior Structural Engineer of the Consultant shall carry out the design work considering various parameters including location of expansion joints, grade of the concrete, loading, seismic zone, reduction factors, wind loads and type of foundation to be provided.
- Analyses and design calculations of all elements including the hard copy and soft copy of STAAD Pro or STRAP analysis or equivalent should be furnished and the signature of the Senior Structural Engineer must be present on the fair copies of each structural drawing including steel detailing. The Consultant's Team Leader shall counter sign each and every structural drawing duly affixing 'TENDER DRAWING' with a rubber stamp and necessary signature.
- The Consultant's Senior Structural Engineer shall also sign all the design documents and be held responsible for any lapses or mistakes in the designs and detailed drawings. Any drawing without a design document shall not be accepted. The Consultant's Team Leader shall also counter sign all the design documents.
- Any approval of the drawings by the Client shall not hold the Client responsible for any lapses or mistakes and the Consultant shall be totally responsible for the same.
- The Consultant is held totally responsible for the drawings issued for construction. If any mistakes or omissions are found during the execution, the Consultant will be held responsible and will clarify these mistakes or omissions.
- Electrical design & layouts including drawings & specifications for the entire distribution system, including internal and external electrification details, designs of substations and generators, lift/escalator, access control, fire fighting arrangements etc. shall be prepared
- Calculations for the sanitary and water supply lines with invert levels as well as detailed drawings for execution of the work shall be prepared. This may include an external system

for water supply, sanitary arrangements, drainage, sewerage disposal systems and sewerage treatment plant Drawings showing areas to be landscaped, water bodies, buildings, etc., shall be prepared

- Interior design drawings for common area as proposed in the DFR are to be provided

**(xxxvii) Utility Services and other Physical Features**

The Consultant shall collect details of the important physical features of the site from the available topo survey. These features should include buildings and structures, monuments, trees, plantations, utility services such as electric and telephone lines (O/H & U/G) and poles, optical fibre cables (OFC), etc.

The information collected from the available topo survey & during reconnaissance surveys shall be shown on a plan so that proposed improvements can be assessed and suitable action can be initiated. A separate plan for each of the services involved shall be prepared for submission to the concerned authority.

**(xxxviii) Estimates**

Detailed estimates and specifications for all proposed constructions including all internal and external services such as water supply, sanitary, electrical, AC, fire fighting arrangements, access control system, IT systems, drainage, and sewerage and garbage disposal systems shall be prepared. Item rates should be worked out using CPWD data and the current PWD schedule of rates adopted in TN.

### 3.2.7 Minimum Deliverables (Reports)

The Consultant shall be responsible for providing deliverables / reports for Client's review and approval during the appropriate stages of work, such deliverables include but without limitation:

**A. Preparation of DFR\***

\* **Note:** For Site -10 and Site - 11, the Detailed Feasibility Report was already completed. The Consultant shall directly prepare only the Concept Design (ref 3.2.7 (iv) below) based on the DFR reports shared by the Client. After Client's approval of Concept Design, the Consultant shall proceed to DTR stage.

**(i) Inception Report**

The Inception report shall summarize but not limited to all the initial findings of the project and propose the methodology to be undertaken by the consultant to fulfil the scope of services. The detailed work plan including deployment of staffs for carrying out services to be included in the Inception Report. The Inception report shall include but not limited to the following:

- Mobilization plan
- Detailed approach and methodology
- Time frame and task allocation
- Key personnel and supporting staff along with deployment schedule
- Identification of key issues
- Method and time frame for conducting surveys
- Type of surveys, questionnaires, fixation of sample size of surveys and location/duration of surveys for the project assignment
- Assessment and Identification of user group

**(ii) Interim Report**

The Interim report shall cover but not limited to all data collection, market research survey including focus group discussions, perception survey etc. The report shall include data collection details and outcome of the market research survey. The Site Survey and Site Topological Survey also must be submitted.

**(iii) Draft Detailed Feasibility Report (DFR)**

The Draft DFR shall cover the following but not limited to:

- Salient features
- Executive summary
- Introduction
- Project Background
- Sector Profile
- Requirement/ demand analysis
- Market overview and current trend in real estate market
- Urban planning and site suitability
- SWOT analysis
- Market analysis and demand assessment
- Outcome of Market Research Analysis
- Financial estimates and cost projections
- Revenue streams
- Cost benefit analysis and Investment criteria
- Project & Financial Structure
- Financials
- Environmental & sustainability aspects
- Environmental & Social screening report
- Risk assessment and mitigation measures
- Project Management Organization and Contract Management Strategy
- Recommendation

**(iv) Site Plan and Concept Design Report**

Site Plan and Concept Design Report includes but without limitation –

- Site plan, Floor Plans, Elevations, Sections
- Detailed Area Statement
- Code compliance narrative (Proposed Design vs applicable Regulatory requirements)
- Programme
- Cost Estimate
- Project Design Criteria (Architecture, Landscaping, Interior Design, Structural, MEP, Vertical Transportation, Fire Safety, Parking strategy, Waste Management, Sustainability, detailed outline specifications, etc.)
- Procurement Strategy
- Hi resolution professional 3D Photorealistic perspectives – at least 3 nos. day views, 2 nos. night views, and 3 nos. Interior Views as A1 size boards

**(v) Final Detailed Feasibility Report**

The consultant shall prepare the final Detailed Feasibility Report by incorporating the comments/ observations received from the Client.

## **B. Preparation of DTR**

### **(i) Inception Report**

The Consultant shall submit the Inception Report within 7 days from the date of commencement of the Services for approval of Client. The Inception report shall summarize but not limited to all the initial findings of the project and propose the methodology to be undertaken by the Consultant to fulfil the scope of services. The detailed work plan including deployment of staffs for carrying out services to be included in the Inception Report.

The Inception report shall include but not limited to the following:

- Mobilization plan
- Detailed approach and methodology
- Time frame and task allocation
- Key personnel and supporting staff along with deployment schedule
- Identification of key issues
- Quality Assurance Plan with method, time frame & staff responsible for conducting surveys

### **(ii) Interim Report**

The Interim report shall cover but not limited to all data collection, survey & geo-technical investigation report and detailed design report.

Detailed Design Report

The Design report containing Architectural, detailed structural analysis, designs and drawings, along with, E&M, Plumbing, water supply and sanitary designs calculations shall be submitted within 30 days from the date of commencement of services and final design report incorporating comments of In-house shall be submitted within 45 days from the date of commencement of services

### **(iii) Detailed Technical Report**

The draft DTR shall be submitted within 60 days from the date of commencement of services and the final DTR shall be submitted within 75 days from the date of commencement of services.

The DTR shall contain the following, but not limited to:

- **Executive Summary**

It shall include brief accounts of the findings of the study and recommendations.

- **Volume 1 – Main Report**

This volume will present the project background, details of surveys and investigations carried out, analysis and interpretation of survey and investigation data, designs, cost estimates, and conclusions. It shall also include maps, charts and diagrams showing locations and details of existing features and the essential features of improvement. The basic data obtained from the field studies and investigations and input data used for the detailed design shall be submitted in a separate volume as an Appendix to the Main Report.

- **Volume 2 – Design Report**

This volume shall contain detailed design calculations, supported by computer printout of calculations wherever applicable. It shall clearly bring out the various features of design standards adopted. The sub-soil exploration report, including the complete details of borings taken, analysis and interpretation of data and the selection of design parameters shall be included as an Appendix to the Design Report.

The detailed design for all features should be carried out as per the requirements of the Design Standards for the project. However, there may be situations wherein it is not been possible to strictly adhere to the design

standards due to the existing site conditions, restrictions and other considerations. The report should clearly bring out the details of these aspects and the standards adopted.

- **Volume 3 – Technical Specifications**

All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of NBCC, relevant IS/BIS codes, CPWD/State PWD building practice, Standard Specifications for Roads & Bridges, IRC codes, special publications and to the laws and requirements of the relevant authorities and accepted Government procedures. The Consultant shall finalise these details in consultation with the In-house Team.

- **Volume 4 – Rate Analysis**

This volume will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, machine charges and any other allowances as considered in arriving at unit rates shall be included in this volume. This should be consistent with the PWD schedule of rates. If the items are not covered in the PWD and CPWD schedule of rates then adopt prevailing market rates and cost benchmarks subject to physical proof in terms of quotations/executed agreements.

- **Volume 5 – Cost Estimates**

This volume will present the estimated cost of each item of work as well as a summary of total cost.

- **Volume 6 – Bills of Quantities**

This volume will contain the detailed Bill of Quantities for all items of works.

- **Volume 7 – Drawings**

This volume will contain 'final tender' drawings of the individual structures including structural drawings including steel detailing for foundation, substructure, superstructure floor plans, interior design, layouts of furniture and equipment, AC, plumbing, sanitation and sewerage, garbage disposal and electrical services, etc. along with a site development plan showing the layout of internal roads, electrical and water supply, sewer and drainage lines, landscaping, etc. All drawings will be prepared in A3 size sheets. The format shall be finalised in consultation with the In-house Team. The drawings shall also include details of all BM and reference pillars and the locations of features.

**Volume 8**– This Volume contain Environmental Management Plan and all statutory approvals.

**(iv) Other Details**

- A physical model of the Project in glass casing is to be provided for which payment will be made separately by Client.
- Drawings for the approval of CMDA/DTCP and other statutory authorities are to be provided.
- Soft copies of all the Architectural drawings, structural analysis and designs and drawings including E&M, plumbing, sewage, etc are to be provided.
- The Consultant shall obtain certification for the Project under IFC-EDGE / GRIHA Green Building Rating System. The registration and process fee for Green certification would be reimbursed separately.
- Obtain all necessary clearances, permits and approvals from all relevant authorities before the issuance of the bidding documents for the construction contracts. Following application by the Consultant, the Client shall provide the necessary supporting letters as required to enable implementation and will pay

fees for the necessary clearances, permits and approvals from all relevant authorities.

### **Detailed Scope of Work: Phase 2 - Other Services (Support for Tender & Construction)**

***Important:*** The Client may or may not proceed to the **Phase 2 Other Services** (either fully or partially) at its sole discretion. Client is also at liberty to re-tender this portion. For clarity, Client has the full right to stop this portion of scope of work entirely or in part, without providing any reason to the Consultant.

#### **3.2.8 Tender / Bid Documents Preparation and Tender / Bid Process Management**

Post receipt of all statutory approvals by the executing authority, assist executing authority (the authority as assigned / nominated by the Client) in the Bid Process Management till the identification and signing of the contract / concession agreement with the developers / contractors.

a. Develop the Tender documents including:

- Technical requirements
- Functional requirements
- Specifications
- Tendering terms, conditions and formats for Tenders
- Draft Agreement, etc.

(For bid documents preparation, the Consultant shall use the Design Documents and BOQ prepared during DTR stage)

- b. For the administration of the bidding process, the consultant shall assist executing authority / Client during the various procurement phases – prequalification, bidding, negotiation and contract award in accordance with the formats and guidelines of the Tamil Nadu Transparency in Tenders Act 1998 and its Rules, TNIDB Act 2012 and its Rules & Regulations and other GoTN / GOI guide lines.
- c. The Consultant shall assist the executing authority in the Bid evaluation process, on the basis of provisions in bidding documents. The desired result shall be that the bid of selected bidder is the lowest, responsive and qualified bid and will provide value for money.
- d. The Consultant shall participate in pre-bid meetings and assist the executing authority in answering questions or issuing clarifications to the bidders. The consultant shall prepare minutes of meeting, addendum/corrigendum if any based on the clarification provided to the prospective applicants.
- e. The consultant shall prepare evaluation procedures with highest standard of efficiency, quality and integrity and assist the executing authority to evaluate the RFQ and RFP etc.
- f. The Consultant shall design and assist the executing authority to administer the bid evaluation process in an equitable and transparent way.
- g. The Consultant shall ensure that the evaluation process has been carried out as per the terms and conditions of the Bidding documents.
- h. The Consultant shall analyse the bids and recommend to the executing authority the least cost combinations for awarding contracts in terms and conditions of RFP document.
- i. The Consultants shall assist the executing authority in seeking any clarification from bidders and to analyze break down of price/cost/fees quoted by the bidders, if required.
- j. The Consultant shall prepare bid evaluation reports in close liaison with the executing authority
- k. The Consultant shall prepare Tender documents, after obtaining the standard form of Tender from the Client as reference, to enable the Client to invite Tenders. The Tender documents shall consist of:
- Notice Inviting Tender (NIT)
  - Instructions to Tenderers (ITT)

- Conditions of Particular Application
  - General Conditions of Contract
  - Particular Technical Specifications
  - Technical Specifications
  - Complete set of construction drawings
  - Preamble and Bill of Quantities
  - Any other document required to be included in the Tender
- l. Detailed cost estimates along with the rate analysis of individual items of work duly supported by necessary documents and quantity take off sheets should be handed over to the Client separately.
- m. The Tender documents shall be submitted in draft form. Any changes or corrections recommended by the In-house Team shall be incorporated in the Tender documents by the Consultant who shall then submit the final Tender documents. The Consultant shall submit the soft copy in addition to the hard copy of all the documents and drawings.
- n. The Consultant shall participate and furnish technical explanations and clarifications to the Tenderers on specific queries of the Tenderers during the pre-Tender meeting. The minutes of the pre-Tender meeting and addendum/corrigendum, if any, are to be prepared by the Consultant.
- o. The Consultant shall not enter into discussions with the Tenderers on any matter concerning the rates/prices to be quoted by the Tenderers.
- p. **Number of Tenders:**
- **Overall :** The Client has the right to decide whether to conduct a single tender process for all 10 sites or separate each or any other combinations
  - **Within Site :** The Client has the right to conduct a single comprehensive tender for a site or conduct multiple tenders by dividing the scope (separate such as civil works, MEP, interiors and FF&E, etc.)

### 3.2.9 Design Support during Construction & Handing-Over

- (i) Provide Design support to FIDIC Engineer / PMC (the "Project Management Consultant") in Construction Administration Services during Construction & Handing-Over phases.
- (ii) Consultant to identify, plan, monitor Project's regulatory compliance requirements and ensure necessary approvals / NOCs are obtained by Contractor / Consultant in a timely manner.
- (iii) Participate in review meetings with the Contractors conducted by Client and/or the Project Manager.
- (iv) Visit the project site to ensure all works are being performed in conformance with the design intent
- (v) Resolve design related "on-site" problems in relation to the works, which may arise from time to time.
- (vi) Participate and provide constructive input and recommendations, whenever required, in other meetings as called by Project Manager, like Programme / Schedule review meeting, Submittal / RFI review meeting, Change authorization meetings, etc.
- (vii) Provide estimate of works for the proposed changes in the scope of work, which can be due to unforeseen conditions, due to design errors/omissions or due to Client request.
- (viii) Participate in Value Engineering and Risk Management workshops conducted by Project Manager and/or Client
- (ix) Review all technical submittals like shop drawings, method statements, samples, shop drawings, contractor alternative proposals, product specifications and the likes by

- Contractors and provide timely response (“timely” - so as not to hamper the progress of works at site).
- (x) Review Request for Information (RFIs) submitted by Contractors and provide timely response.
  - (xi) Review all design related Contractor claims and provide recommendation to Client
  - (xii) Provide revised drawings in lieu of the Client approved changes to the Contract drawings in a timely manner
  - (xiii) On the basis of its on-site inspections, the Consultant shall immediately notify the Project Manager if any part of the work is not in accordance with the Contract Drawings / Specifications and make recommendations for correction of any defective work.
  - (xiv) Review Non-Conformance Notices and provide input
  - (xv) Support Project Manager’s Inspection team from design intent stand point
  - (xvi) Review and approve control samples, mock-ups and the likes
  - (xvii) Accompany Project Manager or Client in factory visits, contractor workshop visits, etc. and provide capacity review reports as appropriate
  - (xviii) Carry-out snagging inspections prior to practical completion as per snag list schedule prepared by the Project Manager
  - (xix) Review and certify ‘as-built’ drawings, no later than 2 weeks prior to Practical Completion.
  - (xx) Carry-out hand-over process including review of Operations, Maintenance and Cleaning manuals.
  - (xxi) Carry-out final snagging inspections at the end of 1 year Defects Liability Period and provide official report to Project Manager and/or Client

### **3.2.10 Phase 2 Minimum Deliverables (Reports)**

The Consultant shall be responsible for providing deliverables / reports for Client’s review and approval during the appropriate stages of work, such deliverables include but without limitation:

#### **A. Tender / Bid Documents Preparation & Tender / Bid Process Management**

- **Tender Documents**  
This volume will contain NIT, ITT, Conditions of Contract, Technical Specifications, drawings, bill of quantities, EMP etc. as per the requirement of the Client.
- Preparing bidder query clarifications sheets, Tender Addendums, etc.
- Tender Evaluation Report
- Sets of Tender documents and soft copies of Tender documents for uploading in the Client and GoTN websites are to be provided.



## 4. Time Schedule (Programme)

### 4.1 Programme for Phase 1 - Basic Services (Detailed Project Report)

#### 4.1.1 Total Fixed Duration/s

- Total Duration 5 months
- DFR Stage Sites 1 to 9 3 months  
Sites 10 & 11 1 month
- DTR Stage 2 months
- The total time duration allocated is fixed and shall not be extended.

#### 4.1.2 Indicative Time Schedule breakdown

##### A1 – DFR Stage (Sites 1 - 9)

#	Description / Deliverable Stages	Time for completion
1	Inception Report	1 week from phase 1 commencement
2	Interim Report	4 weeks from phase 1 commencement
3	Presentation of Concept Design Options	6 weeks from phase 1 commencement
4	Draft Detailed Feasibility Report	8 weeks from phase 1 commencement
5	Final Site Plan and Concept Design	10 weeks from phase 1 commencement
6	Final Detailed Feasibility Report	2 weeks from Client approval of Final Site Plan and Concept Design

##### A2 – DFR Stage (Sites 10 & 11)

#	Description / Deliverable Stages	Time for completion
1	Inception Report	1 week from phase 1 commencement
2	Presentation of Concept Design Options	2 weeks from phase 1 commencement
3	Final Site Plan and Concept Design	4 weeks from phase 1 commencement

\* **Note:** For Site -10 and Site - 11, the Detailed Feasibility Report (DFR) was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design , the Consultant shall proceed to DTR stage.

## B. DTR Stage

#	Description / Deliverable Stages	Time for completion
1	Inception Report	1 week from DTR commencement
2	Survey and Soil Investigation	3 weeks from DTR commencement
3	Draft Preliminary Project Report	4 weeks from DTR commencement
4	Detailed Design – Drawings & Calculations	6 weeks from DTR commencement
5	Detailed Technical Report (DTR)	8 weeks from DTR commencement
6	Submission of Applications for Statutory Approvals from Authorities	8 weeks from DTR commencement

### **Note:**

1. Client review durations are not included in the above; all durations are calendar days

---

## 4.2 Programme for Phase 2 - Other Services (Support for Tender & Construction)

---

### 4.1.1 Total Fixed Duration/s

- Tender / Bid Documents 2 weeks
- Procurement of Contractor 2 Months (tentative)
- Construction To be decided
- The total time duration allocated above is fixed and shall not be extended.

### 4.1.2 Indicative Time Schedule breakdown

#### A. Tender Documents & Contractor Procurement Phase

#	Description / Deliverable Stages	Time for completion
1	Tender / Bid Documents	2 weeks from Client approval of DTR
2	Tender Evaluation Report	2 weeks from Bids opening

#### B. Construction & DLP Phase

- To be decided during Contractor Appointment
- For bidding purpose, kindly assume Construction - 18 months; DLP – 12 months

**Note:** Client review durations are not included in the above; all durations are calendar days

## 5. Payment Schedule (Remuneration for Services)

### 5.1 Terms of Payment – Phase 1 Basic Services (Detailed Project Report)

#### Consultant's Fees and Reimbursements

##### 5.1.1 Currency

All payments will be paid in Indian Rupees (INR).

##### 5.1.2 Payment Terms

The mode of payment to be made in consideration of the work to be performed by the Consultant shall be as follows:

#### **A1. DFR Stage Fee (Sites 1 - 9)**

#	Payment Terms	Percentage of Total Fee
1	Upon submission and Client approval of Inception Report	10%
2	Upon submission and Client approval of Interim Report	15%
3	Upon submission and Client approval of Draft Detailed Feasibility Report	20%
4	Upon submission and Client approval of Site plan & Concept Design Report	20%
5	Upon submission and Client approval of Final Detailed Feasibility Report	35%
<b>TOTAL for DFR STAGE FEES (Sites 1-9)</b>		<b>100%</b>

#### **A2. DFR Stage Fee (Sites 10 & 11)**

#	Payment Terms	Percentage of Total Fee
1	Upon submission and Client approval of Site plan & Concept Design Report	100%
<b>TOTAL for DFR STAGE FEES (Sites 10&amp;11)</b>		<b>100%</b>

**Note:** For Site -10 and Site - 11, the Detailed Feasibility Report was already completed and the reports will be shared with the Consultant. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design , the Consultant shall proceed to DTR stage.

## **B. DTR Stage Fee**

<b>#</b>	<b>Payment Terms</b>	<b>Percentage of Total Fee</b>
1	Upon submission and Client approval of Inception Report	10%
2	Upon submission and Client approval of Survey & Investigation reports and Draft Preliminary Project Report	10%
3	Upon submission and Client approval of Detailed structural analysis, designs, and drawings, along with, MEP, water supply and sanitary designs calculations	30%
4	Upon submission and Client approval of Detailed Technical Report	40%
5	Upon obtaining project approvals & clearances from various statutory authorities	10%
<b>TOTAL DTR STAGE FEES</b>		<b>100%</b>

**\*Note: Payment will be made as quoted in Form – F6 and final negotiated rates**

- a. All payments shall be made on submission of invoices by the Consultant for the respective stages.
- b. The above mentioned payments for each stage shall be paid upon submitting the relevant stage deliverables as agreed in Consultancy Services Agreement, obtaining Client's approval on deliverables.
- c. 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.
- d. The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been actually deployed on the project. They have to furnish the certificate at the time of submission of their invoices to the Client.
- e. 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.
- f. The total duration for the Phase 1 Basic Services is fixed and shall not be extended (refer section 4.1 Time Schedule). For period exceeding beyond stipulated time duration for delays solely attributed by the consultant, the Consultant shall pay a penalty at the rate of 1 % of the Contract Price per month, subject to maximum 10% of contract price (of phase 1).
- g. In case, all services are not provided for a particular site(s), then payment shall be made only upto the stages completed and no claim whatsoever it may be shall be entertained by the client in this regard.

### **5.1.3 Travel Reimbursements**

- (i) The Consultant shall allow for making their personnel available for the project within their base fees without any additional cost. No travel reimbursements are provided.
- (ii) No claim in this regard will be entertained by the Client

---

## **5.2 Terms of Payment – Phase 2 Other Services (Support for Tender & Construction)**

---

### **Consultant's Fees and Reimbursements**

#### **5.2.1 Currency**

All payments will be paid in Indian Rupees (INR).

### 5.2.2 Payment Terms

The mode of payment to be made in consideration of the work to be performed by the Consultant shall be as follows:

#### **A. Tender Documents & Contractor Procurement Phase**

#	Payment Terms	Percentage of Total Fee
1	Upon submission and Client approval of Tender / Bid Documents	70%
2	Upon Client approval of Final Tender Evaluation Report and Appointment of Main Works Contractor	30%
<b>TOTAL PROCUREMENT PHASE FEES</b>		<b>100%</b>

#### **B. Construction and DLP Phase Fee**

- For this portion of the assignment the total duration shall be considered as 30 months (18 months construction + 12 months DLP)
- Total lump-sum fees = (Monthly Fees for Construction phase x No. of months) + (Monthly Fees for DLP phase x 12 months)
- a. The Consultant shall submit an indicative Priced Manpower Resources Programme/Schedule for Construction and DLP Phase in Form F6.
- b. Monthly invoices for Construction & DLP shall be submitted by the Consultant to the Client for approval and payment
- c. The Consultant shall submit an actual re-adjusted Priced Manpower Resources Programme/Schedule, when the Works Contractor is appointed by Client. The total fee of such schedule shall not exceed the fixed lump-sum fee for the project's Construction & DLP phase.

#### **Example Illustration:**

- Lump-sum fees for Construction = Rs.12,00,000

#### **Scenario 1**

Construction duration decided as 12 months when Contractor appointed  
Monthly fees = Rs.12,00,000 / 12 = Rs.1,00,000 per month

#### **Scenario 2**

Construction duration decided as 30 months when Contractor appointed  
Monthly fees = Rs.12,00,000 / 20 = Rs.40,000 per month

#### **General Notes for Payment Terms**

#### **\*Note: Payment will be made as quoted in Form – F6 and final negotiated rates**

- (i) All payments shall be made on submission of invoices by the Consultant for the respective stages.
- (ii) The above mentioned payments for each stage shall be paid upon submitting the relevant stage deliverables as agreed in Consultancy Services Agreement, obtaining Client's approval on deliverables.
- (iii) 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.
- (iv) The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been actually deployed on the project. They have to furnish the certificate at the time of submission of their invoices to the Client.
- (v) 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.

- (vi) The total duration for the Phase 2 Other Services is fixed and shall not be extended (refer section 4.2 Time Schedule). For period exceeding beyond stipulated time duration for delays solely attributed by the consultant, the Consultant shall pay a penalty at the rate of 1 % of the Contract Price per month, , subject to maximum 10% of contract price (of phase 2).
- (vii) The fees quoted for phase – 2 other services shall be valid for at least 12 months from the date of Consultant appointment for phase 1.
- (viii) In case, all services are not provided for a particular site(s), then payment shall be made only upto the stages completed and no claim whatsoever it may be shall be entertained by the client in this regard.

### **5.2.3 Travel Reimbursements**

- (i) The Consultant shall allow for making their personnel available for the project within their base fees without any additional cost. No travel reimbursements are provided.
- (ii) No claim in this regard will be entertained by the Client

## **6. Other Terms & Conditions**

---

### **6.1 Project Team of the Consultant**

---

- (i) The Consultant shall be required to form a multi-disciplinary team for this assignment.
- (ii) The Consultant's Team shall be manned by an adequate number of experts with relevant experience in the similar assignments.
- (iii) A list of personnel to be provided by the Consultant along with suggested staff months as per the Client's assessment is attached in Enclosure 1.
- (iv) A list of qualifications and experience requirements for Professional Staff (key and sub-key) is attached in Enclosure 1.
- (v) The information furnished in Enclosure 1 is provided to assist consultants to understand the Client's requirements and shall be taken by the applicants for the purposes of the Financial Proposal. All the Key Professional Staff mentioned will be evaluated at the time of evaluation of the Technical Proposal. Any deviation proposed may be recorded in the comments on the Terms of Reference in Section - 2. The applicants are advised to frame the Technical Proposal for assessment in respect of marks to be given as part of evaluation criteria as mentioned in the Data Sheet. The CVs of the Key Professional Staff should be signed on every sheet by the personnel concerned and the last sheet of each CV should also be signed by the authorised signatory of the applicants.

### **6.2 Obligations of the Client**

---

The Client will provide the following inputs and facilities (Data, Facilities and Resources to be provided by the Client):

- (i) Access to the lands in which the development Project proposed
- (ii) The Client shall provide comments or approval for each drawing, layout plan or report within 15 days from the date of submission by the Consultant
- (iii) The plot demarcation drawing will be given by the Client to the Consultant
- (iv) Any available data /information relevant to the assignment will be provided to the Consultant by Client

### **6.3 Coordination Meetings**

---

The following coordination meetings shall be held for effective implementation of the project:

- (i) There shall be regular fortnightly meetings with Consultant wherein the Client will review the progress and other aspects of the work. Until the award of the construction contracts, these meetings shall be held in either the Client's or the Consultant's office as per Client directives. 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.
- (ii) Consultant shall also attend the meeting to be held at Government level and other Departments as and when required.
- (iii) A fortnightly progress report and other reports shall be submitted to the Client, starting from the Effective Date of the Consultant's contract, giving the status of individual activities within their organisation such as planning, design, detailed engineering and Tender preparation along with manpower engaged, sub-consultants engaged and their performance and other relevant details.

### **6.4 Interaction with the Client**

---

- (i) During entire period of services, the Consultant shall interact continuously with the Client & its representatives and provide any clarification as regards methods being followed and carryout

modification as suggested by the Client and its representatives. A programme of various activities shall be provided to the Client and prior intimation shall be given to the Client regarding start of key activities such as survey, sub-soil exploration etc., so that inspections by the Client could be arranged in time.

- (ii) The Client and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.
- (iii) All software, code books and other relevant books etc., required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property and maintained at site.

---

## **6.6 Deficiencies of Services**

---

Deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Price of the Consultancy Services, and/or termination by the Client. Deficiencies may include:

- (i) Not performing the Services as per the Contract for Consultant's Services and undue delay in submission of reports during the DFR, DTR, Contractor Procurement and Construction phases
- (ii) Not being fully conversant with manuals, specifications, standards, guidelines, regulations and the requirements of the projects

---

## **6.7 Data and Software**

---

The pen drive / usb stick containing all basic as well as the processed data from all field studies and investigations, reports, appendices, annexures, documents and drawings shall be submitted to the Client at the time of the submission of the Final Completion Report. The pen drive / USB stick should be properly indexed with a catalogue giving the contents.

The data can be classified as follows:

- Engineering Investigations: in MS EXCEL or any other format which could be imported to widely used utility packages
- Surveys and Drawings: in dxf or dwg format
- 3D animation and walkthrough in pen drive / usb stick
- Rate Analysis: data developed on computer
- Software: pen drive / usb stick containing any general software which has been specifically developed for the project.

---

## **6.8 Performance Security**

---

Upon award of the contract, the Consultant shall deposit 5% of the Contract price for the respective phase as performance security. The Performance security shall remain valid up to 60 days beyond the stipulated completion period. In case Time extension is granted by Client, the Consultant shall extend the period of validity of the performance security for equivalent extension period. Amount of Performance security shall be in shape of a unconditional Bank Guarantee in the prescribed format (given in Annexure -4) issued from an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Commercial Foreign Bank, as defined in Section 2 (e) of RBI Act 1934 read with the Second Schedule in favour of "Tamil Nadu Infrastructure Fund Management Corporation Limited". The Bank Guarantee shall be released after satisfactory completion of the assignment.



## Enclosure 1 – Qualifications and Experience of Professional Staff

### QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL STAFF

The qualification and experience requirements for the Professional Staff as given below are the Client's requirement in respect of the specific needs of the project. The applicant is advised to prepare the CVs of their proposed 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.

#### KEY PROFESSIONAL STAFF

##### Phase 1 :

##### Team Leader Cum Architect

I	Educational Qualification	
	Essential	Graduate in Architecture
II	Essential Experience	
	a) Total professional experience	Min. <b>15</b> years
	b) Experience in Similar work	Min. 10 years' experience in similar work particularly development of Residential/ Co-living/ Hostels/ Service Apartments/ Hotels, architectural design including common property developments. <b>Should have led the team for 3 such projects with size not less 100000 sq.ft built up area each.</b>

##### Real Estate Expert

I	Educational Qualification	
	Essential	Graduate in any discipline
II	Essential Experience	
	a) Total professional experience	Min. <b>15</b> years
	b) Experience in Similar work	12 years of experience in commercial/ residential real estate, architecture, real estate management, real estate investments, land use planning, real estate brokerage, real estate finance, and other related areas

##### Senior Market Analyst

I	Educational Qualification	
	Essential	Any degree with MBA
II	Essential Experience	
	a) Total professional experience	Min. <b>10</b> years
	b) Experience in Similar work	Min. <b>7</b> years' experience in similar works particularly development of residential/ co-living/ hotel/ hostels/ Commercial building including common property developments

### Senior Financial Analyst

I	<b>Educational Qualification</b>	
	Essential	Essential Graduate in CA or equivalent/ MBA in Finance/CFA
II	<b>Essential Experience</b>	
	a) Total professional experience	Min. 10 years
	b) Experience in Similar work	Min. 7 years' experience as Finance Expert having Sound knowledge of financial analysis and structuring in real estate projects.

### Senior Structural cum Geotechnical Engineer (Design)

I	<b>Educational Qualification</b>	
	Essential	Graduate in Structural Engineering
II	<b>Essential Experience</b>	
	a) Total professional experience	Min. 15 years
		Min. 10 years experience Structural Design adopting latest technology
	c) Experience in similar position	Min. 5 years

### Senior MEP Engineer

I	<b>Educational Qualification</b>	
	Essential	Graduate in Electrical / Mechanical Engineering
II	<b>Essential Experience</b>	
	a) Total professional experience	Min. 15 years
		Min. 10 years experience in project preparation and design and supervision of installation of Electrical, HVAC, lifts and escalators, plumbing etc.
	c) Experience in similar position	Min. 5 years

### Civil Engineer cum Quantity Surveyor

I	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering
II	<b>Essential Experience</b>	
	a) Total professional experience	Min. 10 years
		Min. 8 years experience in costing and preparation of specification and bill of quantities.
	c) Experience in similar position	Min. 5 years

### Contract Expert

I	<b>Educational Qualification</b>	
	Essential	Graduation in Legal/ Engineering
II	<b>Essential Experience</b>	
	a) Total professional experience	Min. 15 years

	b) Similar project or any other real estate project	Min. 8 years' experience in preparation of bidding documents, bid process management and experience in addressing contract issues and claims.
	c) Experience in similar position	Min. 5 years

**Notes:**

1. Consultant may optimise their staff months by suitably staggering and overlapping the key persons and sub-key persons as required in the ToR.
2. The Consultant shall provide a certificate, at the time of submission of their invoices, that all Professional Staff as specified in the Contract have been actually deployed in the project.
3. The Consultant shall submit the CVs of all Key Professional Staff for evaluation of the Technical Proposal.
4. The CVs of the Sub-Key Professional Staff shall be submitted for the Client's approval prior to deployment.
5. One of the key professional other than Team Leader shall be nominated as Deputy Team Leader and He/She shall deliver the duties of the Team Leader during his absence.
6. The Key Specialists will be supported by a group of Engineers and other sub-key personnel so as to be able to complete all services in the ToR to a satisfactory level.
7. 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.
8. 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.
9. 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.
10. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. The Client will accept one-time replacement only and any second replacement for same position proposed by the Consultant shall attract a penalty of 10% reduction of remuneration of approved key professional. Any subsequent replacement for the same position shall attract termination of contract.
11. if the Client finds that any of the Personnel have (i) committed serious misconduct, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

## **Section 3. Appendices**

**ELIGIBILITY INFORMATION TO BE PROVIDED BY CONSULTANTS**

I. Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named

II. Brief description of organization

III. 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) in Rs
5. Development cost /construction cost of the project Rs.
6. Status of development
7. Place of study as part of assignment

IV. Attach Client certificate for completion of project\*

1. Date of commencement
2. Date of completion
3. Client certificate attached Yes / No

\*Note: If the consultant is not able to produce the Client's completion certificates, they have to submit LoA with scope of completed services together with the declaration on completion by the bidder with certification from the Statutory Auditor and the same shall be attested by Notary Public as a documentary evidence.

V. Financial Statement of the last three financial years (to be stated in Rs)<sup>1</sup>

Sl. No	Particulars	2019-20	2018-2019	2017-2018
1.	Annual Turnover from consulting business <sup>2</sup>			
2.	Total Assets			
3.	Current Assets			
4.	Total Liabilities			
5.	Current Liabilities			
6.	Net Worth			
7.	Working Capital			
8.	Net Profit			

<sup>1</sup>Balance sheet/Profit-loss accounts/ Annual Report shall be submitted for the last three years and the above financial statement shall be certified by Chartered Accountant.

<sup>2</sup> Annual turnovers shall reflect only consultancy fee summing of gross fees received as Prime Consultant or in joint ventures (fees as per percentage of participation)

\* In the case of FY 2019-20, the provisional annual turnover certified by Chartered Accountant is acceptable.

V. Contact Person / Details:

Name :

Phone No:

Email id :

VII. Details of EMD:

VIII. Bidder's/ Consultant's Bank A/C details for EMD refund:

Name of a/c holder:

Bank account number:

Name of Bank & Branch:

NEFT Code:

Type of A/C (Savings or Current):

**FORMS FOR SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS**

**Proposals**

- (1) Proposals should include the following information:
  - (a) Technical Proposal
    - (i) Covering Letter for the bid in Form F-1
    - (ii) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 10 years in the format given in Form F-2.
    - (iii) 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.
    - (iv) The Consultant's comments, if any, on Terms of Reference (TOR) and the data, services and facilities to be provided by the TNIFMC indicated in the Terms of Reference (TOR)
    - (v) 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.
    - (vi) 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.
    - (vii) Memorandum of Understanding (MoU) should be furnished by Consortium /Joint Venture
  - (b) Financial Proposals

The financial proposals should include the following:

    - Schedule of Price Bid in Form No. F-6 with cost break-up for each package.
- (2) Two hard copies (one original and copy) of the Technical and Financial proposals should be submitted to Office of TNIFMC with soft copy of Technical proposal only. **No soft copy of Financial proposal shall be submitted.**
- (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.

It is certified that we (including members of consortium/JV) have not been blacklisted/debarred by any of the Central Government/State Governments in India / Multilateral Funding Agencies.

We undertake that our proposal is valid for 90 days from the date of submission of proposals.

Yours faithfully,

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

Full name \_\_\_\_\_

and address: \_\_\_\_\_

(Authorized Representative)



**FORM F-2**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST  
10 YEARS**

1. Brief Description of the Firm/Organization:
  
2. Outline of recent experience on assignments of similar nature of completed assignment:

<u>Sl.No.</u>	<u>Name of assignment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assignment in Rs.</u>	<u>Cost of Development / Construction of Project in Rs.</u>	<u>Date of commencement of services</u>	<u>Date of completion of services</u>	<u>Was assignment satisfactorily completed</u>
1	2	3	4	5	6	7	8	9

Note: Please attach certificates from the Client by way of documentary proof. If the consultant is not able to produce the Clients completion certificates, they have to submit LoA with scope of completed services together with the declaration on completion by the bidder with certification from the Statutory Auditor and the same shall be attested by Notary Public as a documentary evidence. Only completed assignments will be evaluated.

For completed project, the Consultant shall submit the Completion certificate from the Employer/ Engineer-In-charge/Project In-charge and other form of proof as mentioned above.

**FORM – F 3**

**WORK PLAN TIME SCHEDULE**

A. Work plan Schedule including field survey

Sl. No.	Item	Week-wise Program					
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>

---

B. Manning Schedule (Key & Sub-Key Professional)

Sl. No.	Item	Week-wise Program					
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>

---

C. Compilation and submission of reports Schedule

As indicated under TOR

1. .

2. .

3. .

4.

Etc.

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

E. The Consultant's comments, if any, on the Terms of Reference (TOR) and the data, services and facilities to be provided by the TNIFMC indicated in the Terms of Reference (TOR)

**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. Sub-Key Staff (as required)

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

**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. (Pl attach the copy of degree/ certificates) .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 xxxx 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 2)**

Fig in INR

S No.	Scope	FEES (in INR)						
		Site 1 (Name)	Site 2 (Name)	.....	.....	Site 11* (Name)	TOTAL	
		(in figures)	(in figures)	(in figures)	(in figures)	(in figures)	(in figures)	(in words)
<b>1</b>	<b>Phase 1- Basic Services - DPR</b>							
<b>1A</b>	<b>DFR</b>							
	GST							
	Sub Total							
<b>1B</b>	<b>DTR</b>							
	GST							
	Sub Total							
<b>2</b>	<b>Phase 2- Other Services</b>							
<b>2A</b>	<b>Bid Documents and Bid Management</b>							
	GST							
	Sub Total							
<b>2B</b>	<b>Design Support during Construction</b>							
	GST							
	Sub Total							
	<b>Grand Total without GST</b>							
	<b>Total GST</b>							
	<b>Grand Total With GST</b>							

\* **Note:** For Site -10 and Site - 11, the DFR was already completed. The Consultant shall directly prepare only the Concept Design based on the DFR reports shared by the Client. After Client's approval of Concept Design , the Consultant shall proceed to DTR stage. The bidder should quote accordingly.

Signature of Consultant

(Authorized representative)

**Note: Price / Cost / Financials shall not be mentioned anywhere in cover 1**

**Detailed Cost Estimate of Services \***

**Phase – 1 – Basic Services (DPR)**

**I. Remuneration of Staff**

<u>Staff</u>	<u>Name</u>	<u>Monthly Rate</u>	<u>Working Days</u>	<u>Total Cost</u>
	<u>(in currency)</u>		<u>(Months) (in currency)</u>	
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 <sup>1</sup> Room	Subsistence Total	Days	
	<u>Cost</u>		_____
b) Air fare:			_____
c) Lump Sum Miscellaneous Expenses: <sup>2</sup>			_____
	Sub-Total (Out-of-Pocket)		_____

Contingency Charges: \_\_\_\_\_

**TOTAL COST ESTIMATE** \_\_\_\_\_

**Detailed Cost Estimate of Services \***

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

<sup>2</sup>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 4 to the Contract

**Phase – 2 – Other Services**

**2a- Bid Preparation and Bid Process Management**

**I. Remuneration of Staff**

<u>Staff</u>	<u>Name</u>	<u>Monthly Rate</u>	<u>Working Days</u>	<u>Total Cost</u>
	<u>(in currency)</u>		<u>(Months) (in currency)</u>	
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 <sup>1</sup> Room	Subsistence	Total	Days	
	<u>Cost</u>	_____	_____	_____
b) Air fare:				_____
c) Lump Sum Miscellaneous Expenses: <sup>2</sup>				_____
			Sub-Total (Out-of-Pocket)	_____

Contingency Charges: \_\_\_\_\_

**TOTAL COST ESTIMATE** \_\_\_\_\_

**Detailed Cost Estimate of Services \***

**Phase – 2 – Other Services**

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

<sup>2</sup>To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage 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 4 to the Contract

**2b- Design Support during Construction and DLP**

**I. Remuneration of Staff**

<u>Staff</u>	<u>Monthly Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
--------------	---	--	---

a) Team Leader \_\_\_\_\_

b) " \_\_\_\_\_

c) " \_\_\_\_\_

d)

e)

Sub-Total (Staff) \_\_\_\_\_

**II. Direct Expenses:**

d) Printing & Stationery and

e) Survey Expenses

f) other expenses (Please specify)

Sub-Total (Direct Expenses) \_\_\_\_\_

**III. Out-of-Pocket Expenses:**

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

b) Air fare: \_\_\_\_\_

c) Lump Sum Miscellaneous Expenses:<sup>2</sup> \_\_\_\_\_

Sub-Total (Out-of-Pocket) \_\_\_\_\_

Contingency Charges: \_\_\_\_\_

**TOTAL COST ESTIMATE** \_\_\_\_\_

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

<sup>2</sup>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 4 to the Contract



**Consulting Services****Draft agreement of Contract for this Assignments to be Carried out by Consultant**

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN:

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this \_\_\_ day of .....2020 by and between Tamil Nadu Infrastructure Fund Management Corporation Limited (TNIFMC\_ (hereinafter will be referred as Client) having their office at ....., Chennai – 600 028, and M/s. ...., (hereinafter will be referred as Consultant) having their Office located at .....

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about \_\_\_\_\_ months, during the period from \_\_\_\_\_ to \_\_\_\_\_.
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

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

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

<b>Amount</b>	<b>Currency</b>
---------------	-----------------

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

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

11. Either party may give notice for termination of this contract along with a rectification period of 30 days. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of

Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

12. On issue of Letter of Acceptance (LoA), an acceptance for LoA shall be sent by Consultants within 2 days and subsequently execute agreement with the Client within 14 days from the date of issue of LoA. Failing to do adhere to this, the Client reserves the right to cancel the consultancy work by forfeiting the EMD.

13. The Consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The Consultants shall meet the Client with all the key personnel, as a proof of mobilization and commence work within 14 days from the date of receipt of the LoA. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work.

14. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value of the respective phase exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 10 days from the date of issue of LoA. The format is enclosed in Annexure-4.

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

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

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

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

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

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

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

## 21. SETTLEMENT OF DISPUTES

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

21.2. Miscellaneous. In any arbitration proceeding hereunder:

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

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

22.1. By the Client

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

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

## 22.2. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

## 22.3. Cessation of Services:

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

## 23. Force Majeure:

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

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

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

**b. No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party

affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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

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

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

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

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

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

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

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

25. The jurisdiction of court will be at Chennai.

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

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

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

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

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

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

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

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

29. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for period indicated in the Annexure-4 format. Failing which the Performance Security shall be forfeited.

Place:

Date:

\_\_\_\_\_

\_\_\_\_\_

(Signature on behalf of Client)

(Signature on behalf of Consultant)

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

Annex A: Description of Services (Terms of Reference)

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D : Cost of the assignment with break up

Annex E : Performance Security



**Format of Security Deposit/ Performance Security in the form of unconditional  
Bank Guarantee**

To  
The Chief Finance Officer,  
Tamil Nadu Infrastructure Fund Management Corporation Limited  
No.19, First Floor,  
T.P. Scheme Road, Raja Annamalai Puram,  
Chennai – 600 028.

In consideration of Tamil Nadu Infrastructure Fund Management Corporation Limited (TNIFMC) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Acceptance no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Consulting Services .....and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims

satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of six months from the date of this Guarantee or 60 days from the date of completion of services whichever is later, 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 180 days after the date of this Guarantee or 60 days from the date of completion of services whichever is later)].

For .....  
Name of Bank:  
Seal of the Bank:  
Dated, the ..... day of ....., 2021.

**ESG Information**

**Note:**  
The ESG Assessment is useful to identify and focus on potential Environmental & Social issues and concerns that could arise in the proposed project. This checklist can be filled based on his / her observations basis available evidence. Information provided by project owner/promoter/sponsor, stakeholder interactions conducted as preliminary visit to project site, and secondary research. The assessee should substantiate each observation with appropriate sources (i.e. of the evidence or information) in the Remarks column. The Assessee is also required to determine the nature of impact and potential impact each criteria may have on the project and the Fund.

Category	S.No.	Screening Criteria	Observation	Nature of the Impact	Potential Impact of the criteria	Remarks (based on available information & evidence)
Environment	1	Does the project require an EIA and subsequently an Environmental Clearance, as per the EIA notification?			Highly adverse	
	2	Within the project site and recorded range of 2kms, are there any critically endangered or endangered species (both flora and fauna)?			Highly adverse	
	3	Is the project site within 300 meters of the limit of the regulated area of any centrally protected monuments and the centrally protected sites under the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010. (The upper limit of regulated area is 300 m, so adding another 300 m from that).			Highly adverse	
	4	Incase the site is near wetland, mangrove, estuarine area, is the Coastal Regulation Zone Notification, 2018 applicable to the project?			No adverse impact	
	5	Has the project obtained clearance from Coastal Zone Management Authority, in case of applicability of CRZ?			Moderately adverse	
	6	Has there been any pre-construction investigations undertaken e.g. soil testing, earthquake prone-zone, ground water levels etc.?			Moderately adverse	
	7	Are there short-term and long-term ecological disturbances expected (such as soil erosion, loss of trees, water quality deterioration - surface and groundwater, air pollution, noise and vibrations from construction equipment) across the project life-cycle?			Low adverse	
	8	Could there be concerns that the project can face water resource problems (e.g. depletion/ degradation of available water supply, deterioration for surface and ground water quality)?			Moderately adverse	
	9	Has the project owner/promoter/sponsor developed any documented environment management plan? Air pollution, noise and vibration etc shall be handled as per the conditions specified in the permits consents issued by the State Pollution Control Board, local body regulations.			Highly adverse	
	10	Has the project owner/promoter/sponsor prepared the waste management plan, especially with respect to construction waste and hazardous waste?			Highly adverse	
Social	1	Are critical stakeholders (those who might impact or be impacted by the project in its current phase) identified for the project?			Highly adverse	
	2	Will the project directly or indirectly cause involuntary dislocation or displacement or resettlement of people?			Moderately adverse	
	3	Are there potential scenarios identified wherein opposition from any stakeholder could be detrimental to the viability of the project?			Moderately adverse	
	4	Does the project owner/promoter/sponsor envisage any adverse community related health & safety risks or / and impacts (e.g. noise, vibration ) due to decommissioning (if applicable), transport, storage, and use and/or disposal of excavated soil, materials such as explosives, fuel and other chemicals during construction phase?			Moderately adverse	
	5	Have any specific occupational health & safety related risks and vulnerability (for employees / workers) identified for the project in its current stage (pre construction/ construction/ operation)?			Moderately adverse	
	6	Has the project owner/promoter/sponsor developed any health and safety management plan for the project?			Moderately adverse	
	7	Are there any demographic or socio-economic aspects of the Project area that are already vulnerable (e.g., tribal or marginalized populations, illegal settlements, ethnic minorities, etc)?			Moderately adverse	
	8	Can Social conflicts arise due to hiring of migrant workers in the project during its current phase?			Highly adverse	
	9	Could a large population influx during project construction and operation phase cause increased burden on essential services (such as water supply and sanitation systems)?			Low adverse	
	9a	If the answer to the above question is yes, are there any mitigation plans in place?			Low adverse	
	10	Are adequate measures planned to prevent an increase in local traffic during construction phase, especially if the project site is close to densely populated residential areas, schools, hospitals, etc.?			Low adverse	
	11	Has the project owner/promoter/sponsor identified the intended project beneficiaries and the impact the project shall create?			Highly adverse	
12	Has the project owner/promoter/sponsor identified relevant social goals and metrics to map the required output and / or outcome (i.e. is project proposal aligned to the social objectives of the fund)?			Highly adverse		
Governance	1	Is there a designated person at the company (project owner/promoter/sponsor) with responsibility for managing compliance issues, ethics and potential conflicts of interest?			Low adverse	
	2	Has there been any criminal convictions against any of the Board members or top management of the company (project owner/promoter/sponsor)?			Low adverse	
	3	Is there any evidence or suspicion of company (project owner/promoter/sponsor) management's involvement in criminal activities such as fraud, intimidation, blackmail, etc?			Low adverse	
	4	Does any of the directors or Key Management Personnel connected with the company (project owner/promoter/sponsor) appear on any Indian or international blacklists or the UN list of persons suspected of involvement in terrorist activities? The response should include the results of inquiries on forums such as Complanet, World-Check or other comparable systems. If the information is not accessible or available, this should be noted here.			Highly adverse	
	5	Does the company (project owner/promoter/sponsor) have a Code of Conduct for its employees and Board of Directors prohibiting bribery and money laundering?			Moderately adverse	
	6	Does the company (project owner/promoter/sponsor) send regular audited information to the tax authorities?			Low adverse	
	7	Does the company (project owner/promoter/sponsor) disclose the extent to which it is complying with corporate governance requirements in accordance with applicable laws (like Companies Act) and regulator's (SEBI's) disclosure requirements, through Annual Reports or Corporate Governance Reports?			Moderately adverse	
	8	Is the land ownership, type and other details confirmed and authenticated as per the official revenue records?			Moderately adverse	
	9	Does the project proposal from the developer include mechanisms or systems to ensure self-sustainability of the project (i.e. post completion and exit of the Fund)?			Moderately adverse	

**Key definitions:**

**1. Nature of impact:** captures the nature of impact in terms of the timescale (period/ duration) over which the impact would remain and whether the ecosystem would be able to come back to its original form and shape

- Short term – for a very short duration or is intermittent compared to the overall length of activity. E.g. construction noise.
- Medium term – for a fairly continuous period or throughout the length of activity E.g. dust pollution, social impact due to migrant workers.
- Long term – beyond the activity period E.g. permanent change in landscape, change in traffic pattern.
- Reversible – where the ecosystem can come back to its original form over a short to medium-term.
- Irreversible – where the change is permanent, and system cannot come back to its original.

**2. Potential impact:** defines the potential impact of the criteria on overall project and the Fund.

- Highly adverse – e.g. permanent loss of ecology, impact over large geographical area, can lead to penal action or stoppage of work
- Moderately adverse – e.g. partial/ limited loss which can be recovered over a short period of time
- Low adverse – e.g. causes inconvenience

## TNSF Social Safeguards Assessment CHECKLIST

The Assessee is required to complete this checklist to identify the required social safeguards in the project from risks and issues that could arise from land acquisition, involuntary resettlement, rights of indigenous people in the proposed project. The assessee will use the *Remarks* column to discuss any anticipated risk and mitigation measure and provide relevant sources for reach observation. The Assessee is also required to determine the nature of impact and potential Impact each criteria may have on the project and the Fund.

Category	S.No.	Screening Criteria	Observation	Nature of the Impact	Potential Impact of the criteria	Remarks (mention the anticipated risk and probable mitigation measure)
Involuntary Resettlement	1	Is there a loss of shelter and residential land due to land acquisition?			Moderately adverse	
	2	Is there a loss of agricultural and / or other productive land due to acquisition?			Moderately adverse	
	3	Is there any expected loss of business activities or enterprise due to land acquisition?			Low adverse	
	4	Is the number of people and number of families (if any) that are expected to be displaced and relocated or resettled as a result of the project activities, estimated?			No adverse impact	
	4a	If the answer to above question is yes, then is the proportion of the displaced economically disadvantaged population estimated/ accounted for?				
	4b	If the answer to question 4 is yes, then does the displaced population include indigenous, ethnic minorities, tribes or any such vulnerable groups?			Moderately adverse	
	5	Has the project owner/promoter/sponsor conducted any baseline socio-economic survey that identifies the project affected persons?			Highly adverse	
	6	Are the affected persons classified i.e. on categories similar to the following:- i. Who have formal legal rights to land or assets? ii. Who do not have formal legal rights but claim to land under national law? iii. Have no recognizable legal right or claim to land they occupy?			Moderately adverse	
	7	Has the project owner/promoter/sponsor established a baseline for common natural resources, livelihoods, social interactions, support systems, other social and cultural characteristics?			Low adverse	
8	Is there a resettlement / rehabilitation plan developed (that includes resource requirement, budget, schedule, tasks etc.)?			Low adverse		
9	Does the resettlement / rehabilitation plan provide options of monetary benefits / replacement houses / equivalent land and assistance in relocation to the affected persons?			Moderately adverse		
Indigenous Population	1	Are there any socio-cultural groups considered as "tribes" (hill tribes, schedules tribes, etc.), "minorities" (ethnic or national minorities), or "indigenous communities" in and around the project area?			Highly adverse	
	2	Are there national or local laws or policies that consider these groups present in and around the project area as belonging to ethnic minorities, scheduled tribes, tribal people, national minorities, or cultural communities (protected communities)?			Highly adverse	
	3	Do such groups maintain collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories?			Highly adverse	
	4	Do such groups maintain cultural, economic, social, and political institutions distinct from the dominant society and culture?			Highly adverse	
	5	Do such groups speak a distinct language or dialect, creating a communication challenge?			Highly adverse	
	6	Are the risks and opportunities (i.e. specific benefits) identified by the project owner/promoter/sponsor for the indigenous people?			Moderately adverse	
	7	Is there a scenario where, directly or indirectly Indigenous population's traditional cultural beliefs and practices (e.g. health, education, other social norms) could be impacted adversely by the project or allied activities?			Low adverse	
	8	Will the project related activities affect the livelihood systems of the Indigenous Peoples?			Low adverse	
	9	In case of economic displacement, is there a plan in place with measures to ensure affected persons are able to improve or restore their incomes or livelihoods?			Moderately adverse	
	10	Is there any potential for conflict in and around the project area (on land or territory) due to claims of ancestral, cultural, religious or livelihood value?			Moderately adverse	
Stakeholder Identification and Grievance Mechanism	1	Has the project owner/promoter/sponsor completed the stakeholder mapping exercise, to understand the critical stakeholders?			Moderately adverse	
	2	Has the project owner/promoter/sponsor defined the stakeholder engagement plan?			Moderately adverse	
	2a	If the answer to above question is yes, then does the engagement plan define the roles and responsibilities of who will conduct the engagement?			Moderately adverse	
	3	Were any public consultations organized as part of the involuntary resettlement process?			Moderately adverse	
	3a	If the answer to above question is yes, has the project owner/promoter/sponsor provided the results of this consultation and details of who were present in the public consultation?			Moderately adverse	
	4	Has the project owner/promoter/sponsor defined the grievance redressal mechanism and is it available to the relevant stakeholders (e.g. local community, vulnerable groups, persons that that have been involuntarily displaced etc.)?			Moderately adverse	
	4a	If the answer to the above question is yes, is the redressal mechanism comprehensive enough to capture all stakeholder grievances?			Moderately adverse	
4b	If the answer to the question 4 is no, do you foresee a risk of project owner/promoter/sponsor not agreeing to have a redressal mechanism (aligned to TNIFMC ESGMS) in place in its current phase?			Moderately adverse		
5	Has the project owner/promoter/sponsor defined any metrics or indicators to gauge the effectiveness of stakeholder engagement process?			Moderately adverse		

**Key definitions:**

**1. Nature of impact: captures the nature of impact in terms of the timescale (period/ duration) over which the impact would remain and whether the ecosystem would be able to come back to its original form and shape**

- Short term – for a very short duration or is intermittent compared to the overall length of activity. E.g. construction noise.
- Medium term – for a fairly continuous period compared or throughout the length of activity E.g. dust pollution, social impact due to migrant workers.
- Long term – beyond the activity period E.g. permanent change in landscape, change in traffic pattern.
- Reversible - where the ecosystem can come back to its original form over a short to medium-term.
- Irreversible – where the change is permanent, and system cannot come back to its original.

**2. Potential impact: defines the potential impact of the criteria on overall project and the Fund.**

- Highly adverse – e.g. permanent loss of ecology, impact over large geographical area, can lead to penal action or stoppage of work
- Moderately adverse – e.g. partial/ limited loss which can be recovered over a short period of time
- Low adverse – e.g. causes inconvenience

## TNSF CLIMATE RISK ASSESSMENT CHECKLIST

The Assessee is required to understand if sensitivity towards climatic conditions are considered in the design standards, selection of materials, scheduling of work and maintenance cost of the project. The scores shall be provided after evaluating relevant climate related information (e.g. climate modelling, historical data, flood risk information from municipality or other sources, data from local metrological department etc.) and the scores provided shall range in the scale of 0-2.

0 - Not likely, 1 - Likely, 2 - Very Likely. Adding all the responses the overall climate risk shall be determined based on the following:-

1. Total Score of 1 - 5 will classify the project as 'low-risk'

2. Total Score of 6 - 9 will classify the project as 'medium-risk'

3. Total Score >9 will classify the project as 'high-risk'

	S.No.	Screening Criteria	Observation	Remarks <i>(mention the anticipated risk and probable mitigation measure)</i>	Score
Location and Design of Project	1	Is the project location vulnerable and/or likely to be affected by climate conditions including extreme weather related events such as floods?			
	1a	Is the project location vulnerable and/or likely to be affected by climate conditions including extreme weather related events such as cyclones?			
	1b	Is the project location vulnerable and/or likely to be affected by climate conditions including extreme weather related events such as droughts?			
	1c	If the answer to any of the above question is yes, then has the project owner/promoter/sponsor estimated the project maintenance or insurance cost?			
	2	Is the project located in a natural hazard prone area as notified by the government (as per TN Building Rules, 2019) or any other State or Central Government Law?			
	3	Would the project design need to consider any upgrades to withstand floods, heat waves, cyclones (e.g. buildings with raised ground floors, cyclone resistant structures, energy efficient cooling systems etc.)?			
	4	Has the project owner/promoter/sponsor estimated the cost of investment in adaptation measures, such as elevating buildings or incorporating additional cooling methods or operating costs due to need for more, or alternative resources (energy/ water)?			
	5	Has the project owner/promoter/sponsor identified regulations to address climate change—e.g., climate risk disclosure, tougher building standards, carbon pricing, emissions caps, etc.?			
	5a	If the answer to the above question is yes, then has the project owner/promoter/sponsor estimated the additional capital investment to comply with stricter regulations?			
Materials and Maintenance	1	Would the weather and likely future climatic conditions (e.g. exposure to humidity, increased hot days and warm nights, etc.) affect the selection of input materials for the project which can make the structures more resilient (e.g. construction material, design parameters, etc.)?			
	2	Has the project owner/promoter/sponsor identified the risk with respect to changes in the availability of key resources such as energy and water, including water scarcity?			
	3	Is there a risk to company (project owner/promoter/sponsor) brand and reputation if no climate risk related action has been taken? As consumer preference grows for real estate products incorporating climate mitigation.			
<b>Total</b>					<b>0</b>

Regulatory Approvals / NOCs Requirement Checklist				
Note: These are project specific and might not apply for all types of projects				
Applicable Act/ Rules	Requirement under the Act	Approval/ NOC Requirement	Status	Remarks
The Real Estate (Regulation and Development) Act, 2016 Tamil Nadu Real Estate (Regulation & Development) Rules, 2017	Registration of all Real Estate projects and Real Estate agents is made mandatory with RERA. No sale in a real estate project can be made without registration of the project with RERA. These Rules will apply to all ongoing projects and future projects where the area of land exceeds five hundred square meters or the number of apartments proposed to be developed exceed eight inclusive of all phases.	Registration with TNRERA		
Tamil Nadu Change of Land Use (From Agriculture to Non-agriculture Purposes in Non-planning Areas) Rules, 2017	Process of conversion of land will be completed on payment of a premium, and on verification, if it is found that the owner of the land fulfills all the conditions a conversion order will be granted to the landholder	Land use plan approval including any change in land use, if applicable  Approval for change in land use		
The Tamil Nadu Combined Development Regulations and Building Rules, 2019	Rule No. 12 - Demolition of Buildings (a) If any person intends to demolish a building either in whole or in part, he shall submit an application to the executive authority of local body or agency or person to whom this power has been delegated by the executive authority for permission to execute the work, along with a demolition deed executed by him. (b) The executive authority of local body or agency or person to whom the power has been delegated by the executive authority shall grant permission to execute the work subject to such condition as he may deem necessary for ensuring the health, safety of the people living within or near the building. (c) The executive authority of local body or agency or person to whom the power has been delegated by the executive authority shall collect a demolition charges as specified by the competent authority, and that he will abide by the rules and other conditions if any, stipulated for demolition of such buildings.	Approval for demolition of any existing structures		
GSR 751 (E), issued by Ministry of Civil Aviation	Airports Authority of India has introduced NOCAS, NO Objection Certificate Application System, to accept online applications for height clearance for the structures such as buildings, masts, chimney and billboard etc. for Safeguarding the Airspace in and around the civil airports as per the rules laid down in GSR 751 (E), issued by MoCA on 30th September, 2015.	NOC for height clearance (If the project is within 20 km radius of air strips)		
Coastal Regulation Zone Notification 2011	If the project is within 500m from the HTL or 100m along the tidal influenced water bodies then an NOC from the TN Coastal Zone Management Authority is required.  If the project is within CRZ III A. Area up to 200mts from HTL on the landward side in case of seafloor and 100mts along tidal influenced water bodies or width of the creek whichever is less is to be earmarked as "No Development Zone (NDZ)". No construction is permitted within NDZ.	NOC from TN Coastal Zone Management Authority		
The Tamil Nadu Combined Development Regulations and Building Rules, 2019	For sites located within the distance of above 100 m to 300m in all directions from the protected monuments as notified under the Archaeological Monuments and Ancient Sites and Remains Act 2010, the construction is allowed only after obtaining prior permission from the competent authority under the above said act.	Approval under provisions of local building byelaws, Master Plan and Local Body Act  Approval from National Monument Authority/ ASI  Environmental Clearance (State level expert committee for all building / construction projects having built up area more than 20000 square meters and area development projects/ township covering an area more than 50 hectare or built up area more than 1,50,000 square meters) Approval for Tree Cutting / felling / transplantation  Approval from ASI (in case the project site is within 300 mts radius from declared boundary of monument under control of ASI) / Heritage Conservation Committee (in case the project is within the compound of any locally listed heritage building) Approval in case project is along a railway corridor Approval from Road owning agency for right of way / cutting /topsoil Fire License / Fire Safety Certificate  Approval from Traffic Police (as project could sometimes lead to disruption of traffic movement during and after construction). Approval of Building Plan and Permit  NOC / Approval from DCP if the proposal includes construction of auditorium/ theater/ large hall of seating capacity of more than 50 persons. Approval from TNEB for sanction of electrical load and transformer (if required) and temporary connection during construction stage NOC / Approval from Central Ground Water Authority (CGWA)		
The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1966	7. Registration of establishments: (1) Every employer shall— (a) in relation to an establishment to which this Act applies on its commencement, within a period of sixty days from such commencement; and (b) in relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of sixty days from the date on which this Act becomes applicable to such establishment	Certificate of registration		
Contract Labour (Regulation and Abolition) Act, 1970	It applies— (a) To every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months as contract labour; (b) to every contractor who employs or who employed on any day of the preceding twelve months twenty or more workmen  7. (1) Every principal employer of an establishment to which this Act applies shall, within such period as the appropriate Government may, by notification in the Official Gazette, fix in this behalf with respect to establishments generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment	Certificate of registration		
Inter-State Migrant Workmen (Regulation of employment and Conditions of Service) Act, 1978.	It applies – (a) to every establishment in which five or more Inter-State migrant workmen (whether or not in addition to other workmen) are employed or who were employed on any day of the preceding twelve months; (b) to every contractor who employs or who employed five or more Inter-State migrant workmen (whether or not in addition to other workmen) on any day of the preceding twelve months.  6. No principal employer of an establishment to which this Act applies shall employ Inter-State migrant workmen in the establishment unless a certificate of registration in respect of such establishment issued under the Act is in force.	Certificate of registration		
<b>Summary</b>				
Obtained			0	
Under process			0	
Not applied for			0	
Not applicable			0	