

**TAMIL NADU INFRASTRUCTURE FUND MANAGEMENT CORPORATION (TNIFMC)**

**REQUEST FOR PROPOSAL (RFP)**

**for**

**CONSULTANCY ASSIGNMENTS**

**Firms/Organizations**

**QCBS**

**(Quality cum Cost Based Selection)**

**CONSULTANCY SERVICES FOR PREPARATION OF FEASIBILITY REPORT FOR  
UPGRADING/ OPERATIONALISING EXISTING HOSTEL FACILITIES IN TAMIL NADU**

**TAMIL NADU INFRASTRUCTURE FUND MANAGEMENT CORPORATION (TNIFMC)**

**19, TP SCHEME ROAD, R A PURAM, CHENNAI – 600028**

**TAMIL NADU, INDIA**

**SEPTEMBER 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 Tamil Nadu Infrastructure Fund Management Corporation (TNIFMC) or any of their representatives, employees or Advisors (collectively referred to as “TNIFMC Representatives” or the “Client”) 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 TNIFMC Representatives 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 TNIFMC Representatives, their employees, or advisors 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. TNIFMC Representatives, their employees and advisors 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.

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

## LETTER OF INVITATION

Dear Sir/ Madam,

**Sub: Consultancy Services for Preparation of Feasibility Report for Upgrading/ Operationalising existing Hostel Facilities in Tamil Nadu.**

1. The Department of Social Welfare, Government of Tamil Nadu (GoTN) runs about 28 hostel facilities (the “Working Women Hostels”) across the State to cater to the need for accommodation facilities of working women of the economically weaker sections in the society.
  - a. Initially 8 WWHs were started by the State government in the year 1987 in 7 districts, namely Chennai (2 nos.), Cuddalore, Pudukkottai, Trichy, Madurai, Krishnagiri and Tuticorin.
  - b. In the year 2013-14, by way of announcements made under Rule 110 of the State Legislative Assembly, 20 new WWHs were sanctioned by the Government of Tamil Nadu in various other districts. Under this scheme, working women hostels were started in 13 districts namely Kancheepuram (3 nos.), Tiruvallur, Chennai (6 nos.), Thanjavur, Tiruppur, Perambalur, Villupuram, Vellore, Coimbatore, Trichy, Tirunelveli, Sivagangai and Salem districts. Almost all the hostels started functioning in rented buildings until construction of own hostel facilities by the State Government. So far out of the 20 hostels, 6 hostels have been constructed with State funds in Tiruppur, Villupuram, Salem, Perambalur, Vellore and Tirunelveli. The construction is under progress in Tiruvallur and Thanjavur.
  - c. **Location/ building:** In Chennai 2 hostels are functioning in the same Corporation Building which was renovated recently in the year 2019. With respect to the newly constructed 6 hostels and those that are under construction, the buildings have been constructed by the Public Works Department (PWD), GoTN between the year 2017 and 2019 at a cost of one crore sanctioned by GoTN.
  - d. **Rent and overheads:** With respect to the 2 hostels situated in Chennai, about 90 working women make use of the facilities against a total sanctioned strength of 150 occupants and the hostel facility at Salem is being utilized to its full strength of 50 occupants, whereas the other hostel facilities have low occupancy levels (about 50% of the sanctioned strength and even lesser in some places).

2. State Industries Promotion Corporation of Tamil Nadu (SIPCOT) has established dormitory facility for accommodation of industrial workers, both men (400 persons) and women (600 persons) as separate facilities in a total extent of 4 acres in SIPCOT Industrial Estate at Sriperumbudur. SIPCOT has also established a housing facility for 300 women industrial workers at SIPCOT Industrial Estate at Irungattukottai. The occupancy of the 3 facilities are not up to the mark, hence it was decided to undertake a market demand assessment exercise and to further carry out an assessment of the retrofitting requirement with a view to upgrade the 2 hostels and 1 housing facility that belong to SIPCOT and provide improved services to the industrial workers.
3. Department of Social Welfare and SIPCOT have requested TNIFMC to undertake the feasibility study required for assessing the requirements of retrofitting the existing 10 hostels (7 under Social Welfare Department<sup>1</sup>) and 3 under SIPCOT) and to operate and maintain them for a specified period. Hence, TNIFMC proposes to conduct a Feasibility Study for upgrading and operationalizing existing hostels in Tamil Nadu and hereby invites expert agencies/ qualified Consultants on behalf of the Department of Social Welfare, GoTN and SIPCOT for the preparation of a Feasibility Report (FR).
4. The Consultancy services viz. Preparation of Feasibility Report shall inter alia include undertaking Market Demand Assessment, assessment of the Retrofitting Requirements and preparation of Project Financials to enable TNIFMC in assessing the feasibility/ viability of upgrading the existing Hostels which are operational at present and/ or operationalizing the existing Hostels that are not operational at present (the "Services"). The detailed scope of services is given in the Terms of Reference (Annexure 1).
5. You are hereby invited to submit your Technical and Financial proposals for providing Consultancy Services for Preparation of a Feasibility Report (FR) for Upgrading/ Operationalizing the Hostel Facilities in Tamil Nadu, which could form the basis for future negotiations and ultimately a Contract between your firm and TNIFMC.

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<sup>1</sup> For administrative purposes 2 hostel facilities operating out of the same building at Adyar in Chennai has been counted as 2 different hostels by the Department of Social Welfare, GoTN. For detail information on this, please refer to section 3 under Annexure-1 of this RFP.

6. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures described in this RFP.
7. A firm means an organization involved in the business of providing consultancy services. The purpose of this RFP is to select a firm to provide the Services as mentioned under above captioned subject as per the Terms of Reference (ToR).
8. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of reference (TOR) (Annexure 1);
  - (b) Form for Submission of Eligibility information (Annexure 2);
  - (c) Forms for Submission of Technical and Financial Proposals (Annexure 3);
  - (d) Draft Agreement for Consultants' Services (Annexure 4); and
  - (e) Security Deposit/ Performance Security in the form of Bank Guarantee format (Annexure 5);
9. A Pre-proposal Conference has not been envisaged in this RFP. However, the prospective Consultants 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 by way of E-mail.

Qualified Consultants may send their queries regarding this RFP addressed to TNIFMC in the email id: [tnwwhcl@tnifmc.com](mailto:tnwwhcl@tnifmc.com) by 21.09.2020, clearly specified in the subject line as "Pre-proposal Queries related to the RFP for Consultancy Services for Preparation of Feasibility Report for Upgrading/ Operationalizing Existing Hostel Facilities in Tamil Nadu"
10. The Clarifications to the Pre-proposal queries and amendments to the RFP if any will be published in the website of [www.tnifmc.com](http://www.tnifmc.com). No separate advertisement for Addendum/ Corrigendum/ extension of Bid Submission Date will be published in the Newspapers.
11. In order to obtain first-hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the concerned 10 locations with prior intimation to the office of TNIFMC Ltd. in the address: No. 19, TP Scheme Rd, R.A. Puram, Chennai – 600028 and Email:[tnwwhcl@tnifmc.com](mailto:tnwwhcl@tnifmc.com) before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to TNIFMC authorities to enable them to make appropriate arrangements, if required.

12. The Submission of Proposals:

12.1 The proposals addressed to the Chief Executive Officer, TNIFMC shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the “Form for Submission of Eligibility information” (Annexure 2) and “Forms for Submission of Technical and Financial Proposals.” (Annexure 3). The proposal shall be submitted to the following address:

Tamil Nadu Infrastructure Fund Management Corporation Ltd. (TNIFMC),  
No.19, TP Scheme Road,  
RA 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. 50,000/- (Rupees Fifty Thousand only)

12.2 Consultant who have been blacklisted or de-registered by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or State Government or any other Public Sector agency during the last 10 years shall not be eligible to apply.

12.3 The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats given in Annexure-2 and Annexure-3.

12.4 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. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft/ RTGS/ NEFT taken in the name of “Tamil Nadu Infrastructure Fund Management Corporation (TNIFMC)” payable at Chennai taken from any Scheduled Commercial banks in India. In the case of RTGS/ NEFT, it should be paid into the account mentioned hereunder and a letter stating the same with proof of payment in form of relevant bank statement signed by the authorized signatory shall be provided:

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

The Earnest Money Deposit of unsuccessful Bidders will be returned within 45 days after award of contract without any interest.

12.5 The Cover-1 should contain the eligibility qualification information as per the format given in Annexure-2 and Technical proposal in the formats given in Forms F-1 to F-5 of Annexure-3, along with soft copy of entire details as mentioned above in CD/pen drive.

12.6 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 initialled twice across the seal and should contain the detailed price offer for the consultancy services in the formats as given in Forms F-6 of Annexure – 3.

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

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

12.7 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.

12.8 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 (TNIFMC), No. 19, First Floor, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600028, up to **15.00 hours (IST) on , September 30, 2020**

12.9 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”.

12.10 Proposals not accompanied by the required EMD/Bid security in the requisite form as mentioned in the RFP shall be summarily rejected

### **13 Opening of proposal**

13.1 The proposals (first envelope (cover 1) containing technical proposal only) will be opened by Technical Proposal Evaluation Committee, TNIFMC or his authorized representative in TNIFMC office at **15.30 hours (IST) on September 30, 2020**. It may please be noted that the second envelope containing the Financial proposal (Price Bid) will not be opened until evaluation of eligibility information & Technical Proposal has been completed and the result approved and notified to all Consultants.

13.2 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.

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

### **14. Evaluation**

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

i) The eligibility of Consultants will be verified based on the eligibility information provided by the Consultants as per the formats mentioned in Annexure 2, which will be carried out prior to evaluation of technical proposal as per Minimum Eligibility Criteria mentioned in Clause 10.2 below. The technical evaluation shall be taken up only for those firms found eligible and satisfying the Minimum Eligibility Criteria stated in Clause 10.2.

ii) a Financial evaluation, which will be carried out for the technically qualified firms, post which a combined evaluation using the technical and financial scores of the respective Bidders, by applying weightages (mentioned under Clause 14.4) will be carried out to arrive at a combined evaluation score.



## 14.2 Minimum Eligibility Criteria

Firms who have the following qualifications may submit the proposal –

- (i) The Bidder/ Bidding Firm, shall be incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 and such entity(ies) should be operating for the last five years as on March 31, 2020.
- (ii) The Bidder/ Bidding Firm shall NOT be blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies in the last 10 years.
- (iii) **Similar work experience in last ten years:** The Bidder should have experience of at least three similar projects (Preparation of DFR/ Feasibility Report / TEFR / DPR) involving detailed market demand assessment, project structuring, preparation of architectural concept plans, financial modeling and Business Plan preparation **for:**
  - (a) Development of **Hostels / Housing / Residential Units/ Residential Township / Co-living projects** in the past 10 (ten) years with each project, being of a value of, not less than **Rs. 60 crores (Rupees Sixty Crores only)**.

**OR**

- (b) Upgradation/ Operationalization of Hostels/ Housing/ Residential Units/ Residential Township/ Co-living projects in the past 10 (ten) years with each project, being of value of, not less than Rs. 60 Crores (Rupees Sixty Crores only).

*Note:*

*In case the Bidder is an Associate Firm and claims experience of its Parent Company, such experience shall be considered for evaluation only if the Parent Firm holds a minimum of 51% shareholding in the Associate Firm.*

- (iv) **Annual Turnover in last three years:** Annual turnover of the Bidder/ Bidding Firm shall not be less than **Rs. 3 crores (Rupees Three crores only)** in any one of the previous three financial years (FY 2017-18, FY 2018-19 and FY 2019-20(provisional)).

- (v) **Net-worth of the Bidder:** The Bidder/ Bidding Firm shall have positive net-worth as per the last audited annual financial statements/ in the 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 their financial proposals will be returned unopened after completing the selection process.

### 14.3 **Technical Proposal**

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

- (i) the quality of the methodology proposed (40 points)
  - (a) Approach & Methodology
  - (b) Man-days & Workplan schedule
  - (c) Comments on Terms of Reference (ToR)
- (ii) the minimum key staff\*\* proposed for the assignment (60 points).
  - (a) Team Leader cum Real Estate Expert (20 points)
  - (b) Civil Engineer (20 points)
  - (c) Senior Market Analyst (20 points)

\*\* Key personnel – be considered key staff, only if they are full-time employees of the Bidder/ Bidding Firm 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. Team Leader shall be full-time employee of the Bidder/ Bidding Firm.

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

- (iii) Curriculum Vitae of Team Leader and other members for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). The above personnel will be rated in accordance with:

- (a) General qualifications - (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. Necessary Proof of educational qualification shall be attested and enclosed with the technical proposals.

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

14.3.3 After the technical evaluation is completed, TNIFMC 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. TNIFMC 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.

#### **14.4 Financial Proposal**

##### **14.4.1 Opening:**

The financial proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical scores and the proposed prices/ bid amount shall be read out and recorded. The Client shall prepare minutes of financial proposal opening.

#### 14.4.2 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 between the word and figures the lowest will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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

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

14.4.3 The Client will then apply the weights to the Technical and Financial Proposal as below to arrive at the scores for the Bidders to select the successful Consultant (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 scores ( $S$ ) computed 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.

Committee will determine if the financial proposals are complete and without computational errors. The evaluation shall exclude taxes.

#### 15. **Negotiations**

- 15.1 The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 15.2 Negotiations with the Successful Bidder/ Consultant will commence with a discussion, on Technical Proposal, the proposed methodology (work plan), costing, staffing and any suggestions he would have made to improve the TOR. Agreement must then be reached on the final TOR, the staffing and staff months, logistics and reporting.
- 15.3 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.).
- 15.4 Based on the combined evaluation, the Bidders will be ranked  $R_1$  to  $R_n$ . The Contract will be awarded after successful negotiations, with the Successful Bidder/ Consultant. If negotiations fail, the Client will invite the Bidder whose combined score (S) is next higher to  $R_1$  and ranked as  $R_2$  for Contract negotiations. If negotiation with  $R_2$  fails the above process will continue with  $R_3$ ,  $R_4$  and so on till all the firms ranked till  $R_n$  are covered. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.
- 15.5 The Contract will be awarded after successful negotiations, with the Successful Bidder/ Consultant.
16. Fraud and Corrupt Practices
- The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation

and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

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.

- 17. Please note that the TNIFMC 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.
- 18. 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.

19. 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.
20. Assuming that the signing of contract can be satisfactorily concluded by the second week of October 2020, the Successful Consultant is expected to take-up / commence with the assignment by the second week of October 2020.
21. The successful Bidder will be invited for signing the Contract Agreement. As a pre-requisite, the Bidder is requested to furnish a Security Deposit/ Performance Security at the rate of 5% of the finalized agreement value, in the form of a demand draft or in the form of an irrevocable Bank Guarantee obtained from any one of the Scheduled Commercial Banks in India taken in favor of the "Tamil Nadu Infrastructure Fund Management Corporation (TNIFMC), Chennai" valid for a period of 60 days beyond the period of completion of services (8 weeks/ 56 days). The same will be released on successful completion of all the works/ services satisfactorily without any interest. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
22. The Earnest Money Deposit of the successful Consultant will be discharged when the Consultant furnishes the required Security Deposit/ Performance Security and signs the Contract Agreement.
23. 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/ Performance Guarantee; or
    - sign the Contract Agreement;
    - accept the Letter of Acceptance.
  - if the consulting firm has furnished incorrect information on eligibility including qualification and experience.

24. If the successful Bidder fails to honor their commitment after award of the Letter of Acceptance (LoA), their name will be blacklisted and will not be considered for availing services by TNIFMC Ltd for future assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.
25. The selected Consultant shall not disclose any information pertaining to this assignment/ contract/ bid/ proposal to others without the written permission of TNIFMC.
26. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which the Consultant receives from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information/ clarification in this regard, if required.
27. Please note that mobilization advance will not be given to the Consultant.
28. Consortium /Joint Venture of firms are not allowed to bid for the assignment.
29. It is estimated that maximum 8 (eight) weeks of services will be required for the study and generally Bidder should base their financial proposal on this figure. However, the Consultant should feel free to submit their proposal on the basis of man-months considered necessary by them to undertake the assignment not exceeding 8 (eight) weeks.
30. All documents relating to the Proposal/ Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the authorized representative of the Bidder.
31. TNIFMC reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
32. It should 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.

33. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language shall be English.
34. Test of responsiveness:
- i. Technical Proposal along with EMD and Eligibility information – Cover 1
  - ii. Financial Proposal – Cover 2
  - iii. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Bidders' authorized representative.

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

Yours faithfully,  
Chief Executive Officer,  
TNIFMC

Enclosures:

1. Terms of Reference (Annexure -1).
2. Eligibility Criteria information (Annexure -2)
3. Forms for submission of Technical and Financial proposals (Annexure -3)
4. Draft Agreement / Contract under which Services will be performed (Annexure -4)
5. Security Deposit / Performance Security – Bank Guarantee format (Annexure -5)

## **Annexure - 1**

### **Terms of Reference for Preparation of Feasibility Report (FR) for Upgrading/ Operationalizing existing Hostel Facilities in Tamil Nadu**

#### **1. Introduction:**

The Government of Tamil Nadu has set up a wide range of industries within the State and has been effectively working towards creation of employment opportunities for the women and youth in the State. Large number of employees travel back and forth from different parts of the nearby cities/ urban agglomerations and also from one district to other districts in Tamil Nadu and from other States in India too for work.

At present the employees, including women workers for the Industrial clusters across the State are sourced from nearby villages and towns along with a huge influx of migrant worker population. The locally sourced resources are either bussed from different villages and towns to these Industrial clusters every day, which means the workers/ staff spend long hours travelling from their home to their workplaces. This also results in an increase in the carbon footprint. On the other hand, the migrant workers have no easy access to affordable housing/ rental housing arrangement in the vicinity of such industries/ industrial clusters. This takes a toll on their health and quality of life and safety. Companies loose productivity due to high absenteeism rate and tiredness of workers.

As Tamil Nadu' s economy expands, more and more women are entering the workforce. A large proportion of these women are migrant workers and require an affordable, safe and secure accommodation. The Department of Social Welfare, and the Department of Industries through SIPCOT are extremely keen on developing more good quality affordable hostels for working women and men which is a step towards meeting their objective of providing shelter and security to migrant workers.

To address the aforesaid challenge, Department of Social Welfare, State Industries Promotion Corporation of Tamil Nadu (SIPCOT) and, Govt of Tamil Nadu desires to retrofit and upgrade/ operationalise the existing hostels, by providing/ upgrading the requisite amenities and infrastructure in a sustainable manner.

## **2. Objectives:**

The objectives and salient features of the proposed development are:

1. To assess existing condition of the hostels and to arrive at the requirements for retrofitting the hostel facilities to the needs of the occupants.
2. Carry out a detail Market Demand Assessment to arrive at the feasibility/ viability of upgrading/ operationalizing the existing hostels and operating and managing the facilities in the long run so as to enable the working women to reside within and/ or near their place of work, thereby improving their quality of life, improving the productivity and reducing the carbon footprint.
3. To suggest environment friendly interventions including Water recycling, Solid Waste Management, Rainwater harvesting, use of renewable energy for common services etc.

## **3. Project Sites/ Locations:**

Department of Social Welfare and SIPCOT have requested TNIFMC to undertake the feasibility study required for assessing the requirements of retrofitting the existing 10 hostels (7 under Social Welfare Department<sup>2</sup> and 3 under SIPCOT) and to operate and maintain them for a specified period. The following are the Project Sites/ Locations for which the Feasibility Study needs to be undertaken.

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<sup>2</sup> For administrative purposes 2 hostel facilities operating out of the same building at Adyar in Chennai has been counted as 2 different hostels by the Department of Social Welfare, GoTN. For detail information on this, please refer to section 3 under Annexure-1 of this RFP.

The following are the WWHs under Department of Social welfare, GoTN:

Sl. No.	Name of the District	Location	Type of Building		Details of Existing Facility		Operational Since	Sanctioned Strength
			Existing in Rental Building	Own Building	Extent of Land	Built-up area		
1	Chennai - 1	2nd Cross Street, Sastri Nagar, Adyar, Chennai - 20	Corporation Building (renovated recently & handed over on 20.01.2019)	Rented Building	1,156 sq.m.	G.F. - 700 sq.m. F.F. - 700 sq.m.	29.07.87	75
2	Chennai - 2	2nd Cross Street, Sastri Nagar, Adyar, Chennai - 20	Corporation Building (renovated recently & handed over on 20.01.2019)	Rented Building		S.F. - 700 sq.m. T.F. - Nil	29.07.87	75
3	Salem	27/12, 13, Podinayakan Patti, Suramangalam, Salem - 5.	Own Building	Own Building (Construction completed)	0.0973 Ha	663.50 Sq.m.	Rented till 22.12.14/ Owned since 30.06.18	50

4	Tiruppur	Samathuvapuram, Neruperichal, Tiruppur	Own Building	Own Building (Construction completed)	6,006 Sq.ft. / 0.06 Ha/ 5 Cents	672.38 Sq.m.	Rented till 06.02.14/ Owned since 01.07.16	50
5	Perambalur	Near New Bus Stand, Back side of District Central Library, Ceylone Colony, Thuraimangalam, Perambalur.	Own Building	Own Building (Construction completed)	0.08 Ha	663.50 Sq.m.	Rented till 25.05.16/ Owned since 05.07.17	50
6	Villupuram	Subramaniya Siva Nagar, Ellies Sathiram Road, Vazharotti, Villupuram.	Own Building	Own Building (Construction completed)	72.5 Ha	663.50 Sq mt	Rented till 25.05.14/ Owned since 01.04.17	50
7	Vellore	No. 6, Rajiv Gandhi Nagar, Allapuram, Thorapatti, Vellore.	Own Building	Own Building (Construction completed)	1,474 Sq.m./ 0.18 Ha	310 Sq.m.	01.01.14	50
8	Tirunelveli	New Colony Street, Veera Manikkapuram, Palayamkottai, Tirunelveli.	Own Building	Own Building (Construction completed)	899 Sq.m.	677.80 Sq.m.	Rented till 01.03.14/ Owned since 01.04.17	50

# For the purpose of this RFP, sites listed under sl.no. 1 & 2 shall be considered as 1 Project Site/ Location. For administrative purposes 2 hostel facilities (listed under sl.no. 1 & 2) operating out of the same building at Adyar in Chennai has been counted as 2 different hostels by the Department of Social Welfare, GoTN.

The following are the Hostel Facilities under SIPCOT:

Sl.No.	Name of the District	Location	Type of Accommodation
1.	Kancheepuram	SIPCOT Industrial Estate, Sriperumbudur	Dormitory facility for accommodation of industrial workers – men (400 persons)
2.	Kancheepuram	SIPCOT Industrial Estate, Sriperumbudur	Dormitory facility for accommodation of industrial workers – women (600 persons)
3.	Kancheepuram	Irungattukottai	Housing Facility for 300 Women Industrial Workers

#### 4. Scope of Work for Consultancy firm

The Consultancy firm must work in close liaison with the various stakeholder departments / entities/ TNIFMC and will be responsible for the following tasks, but not limited to:

The objective of the assignment is to validate (or challenge) the suitability of the site for the identified usage of working women’s hostel, and Industrial Hostels with recommendations based on demand assessment through primary survey & perception survey and to suggest a suitable product mix, pricing strategy, the requirements for retrofitting, relevant cost estimates and to carry out an assessment of the financial feasibility/ viability of operating and maintaining the hostel facilities in the long run by working out appropriate financial models.

##### a) Market Demand Assessment

- a) Market research shall be based on primary data collection techniques and subsequent analysis carried out by making use of analytical and statistical techniques based on the gathered information and interpret information in an organized/ scientific fashion to assess the demand-supply trends, user expectations, price points, price elasticity, etc.
- b) Primary data collection techniques viz., survey and questionnaires may be adopted to assess the end consumers’ preference and willingness to pay. (Proposed consumer survey sample size shall not exceed 50 nos. for each of the subject property)

- c) Based on observations drawn from different operating models of co-living prevalent in the market along with consumer surveys, achievable revenues and cost estimation (capital as well as operating) shall be inferred with rationale.
- d) Evolve the latent demand in the catchment area of the individual Project Site(s) for quality accommodation facilities for working women and men and related commercial opportunities based on the primary market research.
- e) Analyze market conditions like product type (single, double sharing, dormitory), absorption rate, occupancy levels, market trend, ongoing and future market conditions, rental trend, competition from other market players, possible rentals, investment scenario in this segment.
- f) Carry out SWOT Analysis of the Project Sites and/ or the existing hostel facilities on the Project Sites post their upgradation/ operationalization by retrofitting these facilities.
- g) Recommend appropriate product mix with possible rentals in tune with the revenue models to establish the viability of operating and managing the existing hostel facilities post their upgradation/ operationalization.
- h) Analyze and draw conclusions from market research and suggest additional features / amenities/ options that will boost the acceptability, marketability and sustainability of the Hostel project and establish it as a reputed and trusted brand for operating accommodation facilities for working women.
- i) Define the type, size, specifications, quality & extent of rooms, infrastructure facilities, amenities and other services required.
- j) Based on best use analysis, suggest appropriate sizing of project (no. of beds), and product mix (Single room, dormitory etc.) for the proposed upgradation/ operationalization of the existing Hostel facilities and the Operations & Management strategy to operate the assets in the long run.
- k) Outline the limitations/ constraints and how best the strategy proposed will be able to tackle the same.
- l) Based on the outcome of the demand assessment, the Consultant must provide the list of operators involved in operating and managing similar hostel facilities in the country who would be interested in the project.

**b) Condition Assessment of the Existing Hostel Facilities and the Requirements for Retrofitting the Facilities**

1. The consultant must assess and evaluate the existing condition of the Hostel facilities. A detailed condition assessment of the hostel buildings must be done by visually evaluating the structural integrity and the MEP services. The consultant shall recommend cost effective modifications to retrofit the existing hostel facilities.
2. The consultant must assess the availability and condition of site infrastructure like roads, water supply, electricity, water treatment, sewage treatment, etc. and identify gaps if any and suggest cost effective alternatives for the same.
3. The consultant must take photographs of the existing hostel facilities, as built and/ or develop base concept plans for the existing hostel facilities and submit a condition assessment report.

**c) Assessing the Retrofitting Requirements for the Existing Hostel Facilities**

- a) The consultant must assess the floor plans of the existing hostel in light of the client's requirements and further based on the market demand assessment carried out, the Consultant shall suggest low cost modifications/ retrofitting changes without disturbing the structural elements to the existing hostel buildings to accommodate the proposed demand for hostel facilities in an effective manner.
- b) The consultant must suggest the possibilities of retrofitting the fittings and furnishings to cater to the latent demand for improved service offering that will be captured from the market demand assessment. The Consultant must keep in mind that all the hostels must follow similar theme of interiors from a branding/ product positioning point of view.
- c) The consultant must suggest capacity augmentation within the hostel to accommodate enough inmates as per the demand assessment keeping in mind the overall bed/ sq.ft. of Built-up Area (BUA) with an indicative threshold of 150 sq.ft. / bed.
- d) The consultant must provide amendment concept plans for all the proposed amendments to the architectural plans for the retrofitting of the hostels to cater to the new hostel demand and other amenities required as per the demand assessment.
- e) The consultant must provide along with the amendments, the associated detailed cost estimates as per PWD schedule of rates 2020-21 on plinth area rates, for doing all the proposed changes for the Hostel.
- f) The overall scope of work should be performed in line with the requirements of the project and the client.

**d) Preparation of Project Financials and Recommendations**



- (a) A financial model and business plan to be developed to capture all the techno-commercial as well as financial aspects of the Project both during the development viz. retrofitting the hostel facilities as well as the operations & management phase. The Business Plan should ensure that the Project is bankable and sustainable as a whole, including cross subsidizing.
- (b) The financial model must be built keeping in mind the proposed product mix, rentals, retrofitting costs, operating costs which are derived from the demand assessment and the assessment of the retrofitting requirements.
- (c) The consultant must propose a hostel operator model where all the facilities are run by hostel operators that are responsible for the O&M of the hostels.
- (d) The Consultants should suggest an appropriate pricing strategy to ensure affordability and sustainability of the development.
- (e) The Consultant should take cognizance of competing facilities (existing and upcoming, if any)
- (f) Collection, compilation and analysis of relevant financial data relating to all costs and revenues;
- (g) Assessment of commercial viability of the Project.
- (h) Prepare a reasonable estimation of the likely revenues for each project unit as well as a whole. The Consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used in the financial model. The analysis shall include all the elements of the project;
- (i) The Consultant has to analyze for its feasibility in respect of financial aspects and give their recommendation. The analysis should also include breakeven analysis, sensitivity analysis and cost benefit analysis.
- (j) Develop a financial model to determine viability of proposed project based on applicable regulations, costs of development (worked out based on plinth rates of the PWD Schedule of Rates 2020-21) and market trend; Identification of the appropriate capital structuring, revenue model, Profit & Loss, Balance sheet and cash flows, Project IRR, Equity IRR and economic or social returns as applicable.
- (k) The Consultant shall also undertake sensitivity analysis by identifying most critical factors and determine their impacts on the project viability, including varying project costs and benefits, implementation period and combination of other factors;
- (l) Identify expected returns of various stakeholders involved;
- (m) The Consultant should also list out the approvals required from various regulatory authorities for the proposed development.

- (n) Consultant shall find and examine the available and applicable Govt of India and Govt of Tamil Nadu schemes/ grants/ subsidies/ concession or any other support for such kind of project. The same shall be taken into account while evaluating the feasibility.

## **5. Data, Services and Facilities to be provided by the Client:**

The Client will provide the following inputs and facilities:

- Access to the Project Sites.
- Initial data and other reports, including building plans if any, available for these sites.
- Comments or approval for each report within 7 days from the date of submission by the Consultant.
- Any other available data /information relevant to the assignment.
- Facilitate meetings and interactions with relevant Govt. depts to collect data / information.

## **6. Time Schedule and Reports**

### **(A) Time Period for The Services**

- i) The time period envisaged for the preparation of the Feasibility report covering market demand assessment, retrofitting, financial model, Operation & maintenance strategy is 8 (eight) weeks. The final reports, drawings and documentation shall be completed within this time schedule.
- ii) The TNIFMC shall arrange to give approval of all sketches, drawings, reports and recommendations and other matters submitted by the Consultant in such reasonable time (i.e., within 7 days) so as not to delay or disrupt the performance of the Consultant's Services.
- v) The Consultant shall give a detailed programme for completion of each of the activities for which the Consultant is responsible.
- vi) The Consultant shall be required to complete activities, to the satisfaction of the TNIFMC to be eligible for payment for any part of the next activity.

### **(B) REPORTS**

The following Reports to be furnished by the Consultant for review and approval:

- (a) Interim Report
- (b) Draft Report
- (c) Final Report

**(a) Interim Report (4 copies)**

The Interim report shall cover but not limited to analysis of all data collected, market demand assessment including market research surveys, focus group discussions, perception surveys, etc. carried out by the Consultant. The report shall include the Condition assessment of the existing hostel facilities carried out by the Consultant and indicate the requirements for retrofitting of such facilities based on the assessment.

**(b) Draft & Final Report (4 copies)**

The Draft and Final Report shall cover the following but not limited to the following:

- Salient Features
- Executive summary
- Introduction
- Project Background
- Objective of the Study
- Methodology
- Sector Profile
- Requirement/ demand analysis
- Hostel SWOT analysis
- Market analysis and Demand assessment
- Outcome of Market Research Analysis including product mix & pricing strategy
- Hostel Condition Assessment, Retrofitting Concept Plans (depending on demand)
- Block Cost estimation
- Financial estimates and cost projections
- Revenue streams
- Financial Feasibility/ Commercial Viability Assessment including Financial models
- Risk assessment and mitigation measures
- Operation & maintenance strategy
- Marketing & Branding Strategy
- Recommendations

**7. Outputs and related payment schedule:**

The duration of the assignment is 8 (eight) weeks and the outputs are sub-divided into the following.

**Milestone 1: Interim Report – Undertaking Market Demand Assessment and Condition Assessment of the Existing Hostel Facilities – 3 (three) weeks from the date of commencement**

- a) Submission and approval of Interim Report: 30% of the Contract Price. Interim Report shall include details and findings of the Market Demand Assessment and Condition Assessment of the Existing Hostel facilities, carried out by the Consultants.

**Milestone 2: Draft Feasibility Report – 6 (six) weeks from the Date of Commencement**

- a) Submission and approval of Draft Feasibility Report: 40% of the Contract Price. Draft Feasibility Report shall include details as mentioned under section 6 (B) (b) above.

**Milestone 3: Final Feasibility Report – 8 (eight) weeks from Date of Commencement**

- a) Submission and approval of Final Feasibility Report: 30% of the Contract Price. Final Feasibility Report shall include details as mentioned under section 6 (B) (b) above.

**Note:**

- All invoices including GST, against the payment milestones specified above shall be split into two viz. one corresponding to the Hostel Facilities under Department of Social Welfare, GoTN and the other corresponding to the Hostel Facilities under SIPCOT.
- TNIFMC approval of the previous stage and go ahead is required before proceeding to the subsequent stage of works.
- The above fees include all the costs related to carrying out the services, including overheads, taxes, duties imposed on time to time by the government.
- All base documents including spreadsheet workings, survey data, survey questionnaire etc. used for this assignment shall be submitted to the TNIFMC along with the Interim report, Draft and Final Feasibility Report.
- Consultants shall attend periodical reviews to be conducted by the TNIFMC with various departments of the government. Consultants shall make presentations to TNIFMC and to various departments as required during various stages of the assignment.
- Consultant shall not change any key personnel without the consent of the client. Any violation may lead to imposition of penalty on the Consultant.

**4. Key personnel:**

**A) Team Leader Cum Real Estate Expert**

I	Educational Qualification Essential	Post-graduate (PG) in Architecture/ Planning/ Engineering/ MBA.
II	Essential Experience	Min. 12 years' experience in Real estate development/ Advisory/ Consulting with experience of handling DFR/ DPR for projects related to Housing/ Residential Units/ Hostels/ residential Townships and Co-living developments.

**B) Civil Engineer**

I	Educational Qualification Essential	Graduate in Civil Engineering
II	Essential Experience	Min. 10 years' experience working as a Civil Engineer responsible for planning the civil components of any Commercial real estate development and providing detailed cost estimates, construction specifications and structural designs for greenfield and retrofitting works. CVs with experience in projects related to Housing/ Residential Units/ Hostels/ Residential Townships/ Co-living development will be given added weightage during evaluation.

**C) Senior Market Analyst**

I	Educational Qualification Essential	<b>MBA / PGDM (Marketing as one of the specializations)/ or equivalent post graduate degree</b>
II	Essential Experience	Min. 8 years' experience in conducting market surveys and demand assessments particularly in projects related to Housing/ Residential Units/ Hostels/ Residential Townships/ Co-living development including supporting infrastructure and amenities.

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

experience in excess of the minimum requirements will be given higher weightage.

- 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 for the corresponding position. Any subsequent replacement for the same position shall attract termination of contract.
- 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, within 10 days from the receipt of such written request from the Client. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

#### **9. Composition of Review Committee:**

The Review Committee comprising representatives from stakeholders and external experts (if any) would be formed by the Client. The composition of the Review Committee shall be as under:

TNIFMC/ Officer on Special Duty (TNWWHCL)

Representative from Department of Social Welfare

Representative from SIPCOT

Representative from TNIFMC

There shall be regular meetings wherein representatives of the Consultant & Review committee will review the progress and other aspects of the work. The Consultant shall record the minutes of such meetings and maintain them as records for future reference after obtaining the Client's approval to the same.

#### **10. Procedure for Review of Progress Reports:**

The review committee will review the reports submitted by the Consultant. The decisions/ suggestion carried out will be reviewed in the next meeting. The comments / views or approval on the various reports should be given to the Consultant within 7 days of submission.

## **11. Final Report**

The Final Report shall be submitted to CEO of TNIFMC at TNIFMC office, No. 19 T.P. Scheme Road, R.A. Puram, Chennai - 600028.

## **12. Delay & Deficiencies of Services**

Deficiencies on part of the Consultant may attract penalty provisions in the form of fines. Penalty for delay in the submission of deliverables by the Consultant shall be levied at the rate of 5% of the Contract Price for every week of such delay, up to a maximum amount of 10% of the Contract Price of the Consultancy Services, following which termination proceedings shall be initiated by Client. Deficiencies may include:

- a) Not performing the Services as per the Contract for Consultant's Services and undue delay in submission of reports.
- b) Not being fully conversant with current scope of services defined in the ToR.

## Annexure 2

### **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
    8. Mention the model advised for execution if suggested
  - IV. Attach Client certificate for completion of project \*
    1. Date of commencement
    2. Date of completion
    3. Client certificate attached Yes / No
- \*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 five financial years (to be stated in INR)<sup>1</sup>

Sl. No	Particulars	FY 2019-20 (provisional)	FY 2018-19	FY 2017-18
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>Audited Annual Financial Statements including Balance sheets/ Profit-loss accounts shall be submitted for the last three financial years and the above financial statement shall be certified by Chartered Accountant.**

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

V1. Contact Person / Details:

Name :

Phone No:

email id :

VII. Details of EMD

## Annexure - 3

### FORMS FOR SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS

#### Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) Covering letter for the proposal 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(ten) 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 the Terms of Reference (ToR) and data, services and facilities to be provided by the client 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) Undertaking for not being blacklisted/ debarred by any of the Central Government/ State Governments of India/ Multi-Lateral Funding Agencies in the last 10 years in the format given in Form F-1(a).

(b) Financial Proposals

The financial proposals should include the following:

- Schedule of Price Bid in Form No. F-6 with cost break-up.

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

(3) Terms of Payment

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

**FORM F-1**

From

To

Sir:

Hiring of Consultancy services for \_\_\_\_\_ of — — — — Regarding

I/We \_\_\_\_\_ Consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as Consultant for — — — — —.

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

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

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

It is certified that we 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 (TEN) 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 Employer by way of documentary proof. If the consultant is not able to produce the Employer'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. Only completed assignments will be evaluated.

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

**FORM – F 3**

## WORK PLAN TIME SCHEDULE

### A. Work plan Schedule including field survey

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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>	7 <sup>th</sup>

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

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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>

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### C. Compilation and submission of reports Schedule

1. As indicated under TOR
2. .
3. .
4. .
- 5.

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 Social welfare dept indicated in the Terms of Reference (TOR)

**Note: Conditional bid will be liable for rejection.**

**FORM NO.F-4**

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

1. Key Experts

Sl.No.	Name	Position	Task assignment
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2. Sub-Key /Support Staff (as required)

Sl.No.	Name	Position	Task assignment
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**FORM F-5**

**SUGGESTED FORMAT OF CURRICULUM VITAE**

**FOR MEMBERS OF CONSULTANT'S TEAM**

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

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

7. Education:

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

8. Experience:

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last fifteen 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 FINANCIAL PROPOSAL (PRICE BID)**

**(Cost should be provided in Cover 2)**

S. No.	Items	Amount in INR	
		In figures	In words
A	Total Consultancy Cost		
(i)	7 Project Sites/ Locations under Department of Social Welfare, GoTN		
(ii)	3 Project Sites/ Locations under SIPCOT		
B	Goods and Services Tax (GST)		
	<b>Total Cost of Assignment including GST</b>		

Signature of Consultant  
(Authorized representative)

**Note: Price / Cost / Financials shall not be mentioned anywhere on or inside cover 1**



**Detailed Cost Estimate of Services for each Milestone\***

**I. Remuneration of Staff**

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

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

**II. Direct Expenses:**

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

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

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

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

b) Transportation:  
\_\_\_\_\_

c) Lump Sum Miscellaneous Expenses: \_\_\_\_\_

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

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

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

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

**Annexure 4**

**Consulting Services**

**Draft Agreement of Contract for the Assignments to be Carried out by Firm**

To be executed in Rs. 100/- Stamp  
Paper

Subject: (Name of Assignment)

(Name of Firm) .....

PAN:

GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this \_\_ day of .....2019 by and between Tamil Nadu Infrastructure Fund Management Corporation Limited ('Client') (hereinafter will be referred as "TNIFMC") having their office at No. 19, T.P. Scheme Road, R.A. Puram, Chennai – 600 028, and M/s. ...., ('Firm') (hereinafter will be referred as Firms) having their Office located at .....

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

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

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

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

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

<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 wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this 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 TNIFMC within 14 days from the date of issue of LoA. Failing to do adhere to this, the TNIFMC 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 TNIFMC 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 TNIFMC reserves the right to cancel the consultancy work.

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

15. The TNIFMC 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, design reports, bidding documents and other documents design calculations, software etc., submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the TNIFMC. 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 TNIFMC. 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 TNIFMC'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 TNIFMC 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, 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.

Place:

Date:

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

(Signature on behalf of Client)

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

(Signature on behalf of Consultant)

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

Annex A: Description of Services (Terms of Reference)

Annex B: Consultants Personnel

Annex C: Consultants Reportings Obligations

Annex D : Cost of the assignment with break up

Annex E : Security Déposit/ Performance Security

**Annexure - 5**

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

To

(Address/Title)

In consideration \_\_\_\_\_(name) (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 within a period of 60 days from the date of completion of services, 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 60 days from the date of completion of services)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2020.