



TAMILNADU HOUSING BOARD

**Salem Circle at Coimbatore
Tamil Nadu Housing Board
Cowly Brown Road,
R.S.Puram,
Coimbatore – 641 002**

TAMIL NADU, INDIA

REQUEST FOR PROPOSAL

RFP NO. SCC/ 16/ 2007

**CONSULTANCY SERVICES FOR PREPARATION
OF DETAILED FEASIBILITY REPORT FOR RE-
DEVELOPMENT OF 960 FLATS AT
UPPILIPALAYAM (SINGANALLUR) IN SF
NO.256/2, 260/1 ETC..OF AT COIMBATORE.**

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Section 1. Letter of Invitation

Our Ref: SCC / 16 / 2007

Date: 05.2022

FROM

TO

The Superintending Engineer
Salem Circle at Coimbatore
Tamil Nadu Housing Board
Cowly Brown Road,
R.S.Puram,
Coimbatore – 641 002.
Tele:0422-245606
Email: sesctnhb@yahoo.com

The Prospective Consultants

1. Tamil Nadu Housing Board (the “Authority”) plays an important role with the ideal objective of providing **“Housing For All”** and is engaged in developing residential and commercial project and as part of this endeavor. The Authority has decided to undertake the CONSULTANCY SERVICES FOR PREPARATION OF DETAILED FEASIBILITY REPORT FOR RE-DEVELOPMENT OF 960 FLATS AT UPPILIPALAYAM(SINGANALLUR), IN S.F NOS 256/2, 260/1 & OTHER Nos AT COIMBATORE.
2. TNHB now invites proposal from the Consultants to provide the “Consultancy Services for Preparation of Detailed Feasibility Report (DFR) for the RE-DEVELOPMENT OF 960 FLATS AT UPPILIPALAYAM (SINGANALLUR), IN S.F NOS 256/2, 260/1& OTHER Nos AT COIMBATORE. More details on the Scope are provided in the Terms of Reference (ToR).
3. The successful Consultant will be selected under Quality cum Cost Based Selection (QCBS) criteria and the procedures have been described elsewhere in this RFP.
4. A complete set of RFP Document can be downloaded from our website_ www.tntenders.gov.in at free of cost.
5. The firm should have experience as specified in **Para 5.1.1 of Data sheet on “Minimum Eligibility Criteria”**. Experience of DFR projects including detailed market research & analysis, conceptual Architectural plan that have been substantially completed with regard to the services provided by the firm (i.e. substantial completion means 90% of services in terms of its financial value) shall be considered towards qualifying experience.

6. Client's certificates shall be required to substantiate experience in similar projects. In case a consulting engineering firm claims experience for a project undertaken as a member of JV, the particular firm's position in the JV needs to be clearly brought out in the Clients' certificate or in a supporting sheet by the firm itself.

In the case of NDA bound Clients, the payment receipts from the clients shall be produced as documentary evidences, which would be subject to a non-disclosure terms with the TNHB.

7. The Consultants, whilst quoting their rates, must carefully consider all the requirements of these documents which will also form an integral part of the Contract Agreement.
8. The completed original and one copy of the RFP document shall be submitted, along with the Proposal submitted, duly signed with company seal on each page.
9. Every document must be signed by the authorized signatory and stamped with the company stamp on each page.
10. 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.47,100/- and it shall be valid for a period as specified in the Annexure1. The sample form for the Tender Security is contained in Annexure 1 these RFP Document. Proposals without Tender Security will be rejected.
11. Consultants who have been blacklisted or deregistered by any Government agency or public-sector undertaking in India or international funding agencies like the World Bank, JICA, ADB etc, during the last 10 years need not apply. Affidavit for the above should be furnished by the consultant.
12. Proposals must be submitted /delivered to the address given in Item1 of the Key Details before the date and time given in Item 4 of the Key Details. Late Proposals will be rejected. Proposals will be opened in the presence of the Consultants' representatives who choose to attend at the place/address date and time given in Item5 of the Key Details.
13. The Technical Proposals of Consultants which fail to meet the Minimum Eligibility criteria shall not be considered for further evaluation and therefore will be rejected. Similarly, Technical proposals of Consultants which fail to achieve minimum score as stipulated in the Instructions to Consultants/Data sheet shall not be considered for further evaluation and therefore, will be rejected. The consultants shall provide all technical and financial details as required for the consideration of their Proposals.

14. TNHB reserves the right to reject any or all Proposals without assigning any reason. No Consultant shall have any cause of action or claim against the TNHB for rejection of his Proposal
15. Consultants should carefully note the requirements for submitting Proposals and the date and time for submittal. The Proposals must be received in the office of the TNHB at the address specified in Item1 of Key Details, and no later than the date and time noted in Item 4 of the Key Details.
16. Late or delayed Proposals will not be considered for evaluation and shall either not be received or returned unopened.
17. The RFP includes the following documents:

Section 1 - Letter of Invitation (including Key Details)

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 –Prequalification Application

Section 4 - Financial Proposal

Section 5 - Terms of Reference / Technical

Proposal Section 6 - Financial Proposal

Section 7 - Form of Contract (including GCC, SCC & Appendices)

Section 8 – Annexures 1 & 2

18. Please send the acknowledgement to us in writing at the following address or by email, upon receipt of this Letter of Invitation:

The Superintending Engineer

Salem Circle at Coimbatore

Tamil Nadu Housing Board

Cowly Brown Road,

R.S.Puram,

Coimbatore – 641 002.

Tele:0422-245606

Email: sescnhab@yahoo.com

Yours sincerely,

Superintending Engineer,
Salem Circle at Coimbatore,
Coimbatore-02.

Key Details

1	Authority and place for receipt of RFP documents, seeking clarifications, and submission of completed RFP Documents	The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 Email: sesctnhb@yahoo.com
2	Pre-Proposal Conference	On 17 th May 2022 at 11.30 am in the Office of the Superintending Engineer, Salem Circle at Coimbatore, Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002
3	Last date for seeking Clarification	6 days prior to Proposal submission (i.e., on or before 20.05.2022 upto 3.00 p.m
4	Last date & time for submission of Proposals	Latest date & time for submission of Proposals 27 May 2022 upto 3.00 pm.
5	Place, date & time of opening of Proposals	O/o. The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 Email: sesctnhb@yahoo.com
		On 27 May 2022 at 03:30pm
6	Bid Security (EMD) amount	Bid Security (EMD) amount: INR.Rs.47,100/- (Rupees Forty Seven Thousand and One hundred only) in the form of Demand Draft or Unconditional bank guarantee issued from a Nationalized Bank, as defined in Section 2 (e) of RBI Act 1934 read with the Second Schedule

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Definitions	<p>(a) “Client”/ “Authority” means “Tamil Nadu Housing Board (TNHB)”.</p> <p>(b) “Consultant”/“Applicant”/“Firms” means any entity or person that may provide or provides the Services to the Client under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the documents listed in its Clause 1, including General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.</p> <p>(d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Government” means the Government of India (GOI) and/or the Government of Tamil Nadu (GOTN) as the case may be.</p> <p>(g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides pre-qualified Consultants with all information needed to prepare their Proposals.</p> <p>(h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the pre-qualified Consultants.</p> <p>(i) “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.</p> <p>(j) “Proposal” means the Technical Proposal and the Financial Proposal with enclosures.</p>
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	<p>(k) “RFP” means the Request For Proposal prepared by the Client for the selection of Consultants.</p> <p>(l) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
Introduction	<p>The Client named in the Data Sheet will select a consulting firm/ organization (the consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a Proposal and to attend a pre- Proposal conference if one is specified in the Data Sheet. Attending the pre-Proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-Proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make</p>

	<p>appropriate arrangements.</p> <p>The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining permits needed to carry out the services, and make available relevant project data and reports.</p> <p>Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
Conflict of interest	<p>The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under</p> <p>any of the circumstances set forth below:</p>
<u>Conflicting Activities:-</u>	<p>(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting</p>

	<p>services for such preparation or implementation till completion of the project or till any such time as decided by the client. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
Conflicting Assignments	<p>(i) A Consultant (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
Conflicting relationships	<p>(i) A Consultant (including its Personnel) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment,</p> <p>ii) The selection process for such assignment, or</p> <p>(iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract</p>
	<p>1.6.2 Consultants 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</p>

	<p>disqualification of the Consultant or the termination of its Contract.</p> <p>1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their government or Client confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his Technical Proposal.</p>
Unfair Advantage	<p>1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question earlier, then the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. The information on earlier assignment related to this consultancy services is provided in the Datasheet.</p>
Fraud and corruption	<p>1.7 It is the Client's requirement that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub- consultants, service providers and suppliers, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" is any act or omission,</p>

	<p>including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;</p> <p>(i) “collusive practices ”is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(ii) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iii) “obstructive practice ”is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.</p> <p>(a) will reject a Proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; and</p> <p>(b) will sanction a firm or an individual at any time, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Client contract, and (ii) to be a nominated sub- consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a Client contract.</p> <p>1.7.1. Consultants shall permit the Client to inspect</p>
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	<p>their accounts and records and other documents relating to the submission of Proposals and contract performance, and to have them audited by auditors appointed by the Client.</p> <p>1.8. Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.</p> <p>1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this Proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section4).</p>
Eligibility	<p>1.10 A firm or an individual sanctioned by the Client in accordance With the above para.1.7(c) shall be ineligible to be awarded a Client contract, or to benefit from a Client contract, financially or otherwise, during such period of time as the Client shall determine.</p>
Eligibility of Applicants	<p>1.11 This Invitation for RFP is open only to those firms or Groups who fulfill the minimum eligibility criteria as noted within this paragraph and Para 5.1.1 of Data Sheet.</p> <p>i. For the purpose of this service, a consultant can be an individual firm or a Group (in the form of a Joint Venture/Consortium). In the case of a</p>

	<p>JV/Consortium, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> <p>ii. Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest in this RFP process shall be disqualified.</p> <p>Consultants shall be considered to have a conflict of interest, if:</p> <p>(a) One firm applies for this RFP both as an individual firm and in a Group.</p> <p>(b) Submit more than one application in this RFP process.</p> <p>iii. Applicant should not have been blacklisted or deregistered by the Government of India, any other Governments, Government of Tamil Nadu, any PSU of Central Government or State Government or any other Public Sector and others in India during the last 10 years. Also, the Applicant must not have failed to take possession or to commence any Contract after the Award of Contract/Contracts.</p> <p>iv. Works envisaged under this Contract are required to be completed in all respects within the period of completion mentioned in elsewhere of RFP</p> <p>v. Engagement of sub consultant is not permitted.</p>
Origin of goods and consulting services	<p>1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <p>(i) as a matter of law or official regulation, the Client's country prohibits commercial relations with that country;</p>
Only One proposal	<p>1.13 Consultants may submit only one Proposal.</p> <p>If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified.</p>
Proposal validity	<p>1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the</p>

	<p>availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiation within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<p>Clarification and amendment of RFP Document</p>	<p>Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para.2.2.</p> <p>At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p>Preparation of Proposals</p>	<p>3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged between the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.</p>

	<p>In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Consortium, it may associate with other consultants if so indicated in the Data Sheet. In case of a joint venture/Consortium, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. (b) The estimated number of Professional staff-months for executing the assignment shall be shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months estimated by the Consultants but subject to the ceiling defined by the Client. (c) Alternative professional staff shall not be proposed, and only one curriculum vitae(CV) may be submitted for each position
Language	d) Documents to be issued by the Consultants as part of this assignment must be in English, the language specified in the Reference Paragraph 3.1 of the Data Sheet.
Technical Proposal Format and content	3.4 Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached

	<p>Standard Forms (Section 3). Form Tech- 3&4 indicate the recommended number of pages for the description of the approach, methodology and work plan of the FTP. A page is considered to be one printed side of A4 or letter size paper.</p> <p>(a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, Scope of assignment and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p> <p>(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).</p> <p>(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, organization and staffing schedule. Guidance</p>
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	<p>on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule(Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <ul style="list-style-type: none"> (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3). (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff. (f) CVs of the Professional staff signed by the staff themselves and by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment. <p>3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive</p>
<p>Financial proposal</p>	<p>3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical</p>

	Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
<p>Taxes</p> <p>4.1 Submission, receipt and opening of proposals</p>	<p>3.7 The Consultant may be subject to local taxes on amounts Payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall be given separately in the Financial Proposal as they will be included in the financial evaluation. It is the responsibility of the Consultant, before quoting in the financial proposal to contact the relevant tax authorities to determine the tax amount to be paid by the Consultant under the Contract.</p> <p>Consultants shall express the price of their services in Indian Rupees (INR) . The GST shall be reimbursed in INR only.</p> <p style="padding-left: 40px;">Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.</p> <p>The original Proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH- 1 of Section 3, and FIN- 1 of Section 4.</p> <p>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 accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical & Financial Proposals shall be sent</p>

	<p>to the addresses referred to in para.4. 5 and in the number of copies indicated in the Data sheet. All required copies of the Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal and Financial Proposal, the original prevails.</p> <p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original and all copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP number and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [<i>insert the time and date of the submission deadline indicated in the Data Sheet</i>]".The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.</p> <p>The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data</p> <p style="text-align: center;">Sheet, or any extension to this date in</p>
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	<p>accordance with para. 2.2. Any Proposal received by the Client after the deadline for submission shall be returned unopened.</p> <p>4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
5.Proposal Evaluation	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Client issues its "no objection".</p> <p>5.1.1 The Evaluation committee/ Tender scrutiny committee shall evaluate the minimum eligibility criteria on the basis of Consultant's experience, credentials, Annual turnover, staff availability etc as set out in the Minimum Eligibility Criteria specified in the data sheet. The Technical Proposals of the qualified firms shall be considered for further evaluation. The Technical and Financial proposals of the disqualified firms shall not be evaluated further, and the financial proposal returned unopened after completing the selection process</p>
Evaluation of Technical Proposals	<p>5.2 The Evaluation committee/Tender Scrutiny Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a</p>

	<p>technical I score (St).A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>5.3 Not used.</p>
Public Opening and Evaluation of financial proposals	<p>5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted Proposals the technical scores accorded to their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> <p>5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy</p>

	<p>between a partial amount and the total amount or between word and figures, the former will prevail. In addition to the above corrections, as indicated under para 3.6 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.</p> <p>The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P=1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>Not Used.</p>
6. Negotiations	<p>6.1 Negotiations will be held on the date and address indicated in The Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
Technical negotiations	<p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special</p>

	<p>attention will be paid to clearly defining the inputs and facilities require from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.</p>
Financial Negotiations	<p>6.3 The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. The financial negotiations will involve either the remuneration rates for staff or other proposed unit rates under exceptional reasons</p>
Availability of professional staffs/experts	<p>6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during the contract negotiations unless both parties agree that</p> <p>Undue delay in the selection process such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the Proposal without confirming their availability, the Consultant may be disqualified and their tender security shall be forfeited.</p>
Conclusion of the Negotiations	<p>Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p> <p>6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate the Contract.</p>
	<p>7.1 After completing negotiations, the Client shall award the Contract to the selected Consultant. The Consultant shall submit the performance security at</p>

7.Award of contract and Performance security	<p>the rate of 5% on total consultancy cost in the prescribed format attached in Annexure-2 within 14 days from the date of award of contract.</p> <p>After Contract signature, the Client shall promptly notify all Consultants who have submitted Proposals and return the unopened Financial Proposals to the unsuccessful Consultants and Technical & Financial proposals of the disqualified consultants.</p> <p>Bid security (EMD) of unsuccessful consultants will be returned by the Client immediately after signing of agreement with the Successful Consultant. The EMD of the Successful Consultant shall be returned on submission of the performance security as mentioned above.</p> <p>7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
8. Confidentiality	<p>8.1 Information relating to evaluation of Proposals and Recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.</p>

Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 Email: sescnthb@yahoo.com</p> <p>Method of selection: QCBS-Lump Sum Contract</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Consultancy Services For Preparation Of Detailed Feasibility Report For Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore</p>
1.3	<p>A pre-Proposal conference will be held: Yes. 17th May 2022 at 11.30 hrs (IST) in the SE's Chamber Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 The Client's representative is: The Superintending Engineer / Salem Circle at Coimbatore Address: The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002.</p>

	Tele:0422-245606 Email: sesctnhb@yahoo.com
1.4	The Client will provide the following inputs and facilities:
	1. Access to the land in the TNHB Scheme site at Uppilipalayam, Coimbatore 2. The Client shall provide comments or approval for each deliverables within 15 days from the date of submission by the Consultant 3. The Existing layout drawing will be given by the TNHB to the Consultant 4. Any available data/ information relevant to the assignment will be provided to the Consultant
1.6.1 (a)	The Client envisages the need for continuity for down stream work: No
1.6.4	The Client had engaged Consultant to prepare a Pre-feasibility Report for Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore
1.14	proposals must remain valid for 90 days after the submission date, i.e. 27 th May 2022.
2.1	Clarifications may be requested not later than 6 working days before the submission date (on or before 20 th March 2022) The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 Email: sesctnhb@yahoo.com
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Yes
3.3 (b)	The total staff months required: Refer: Enclosure 1, Manning Schedule, in Terms of Reference in Section 5. The Key Specialists will be supported by a group of Engineers and other sub-key personnel, so as to be able to complete all services in the ToR to a satisfactory level.
3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal.

3.4 (g)	Training is a specific component of this assignment: No
3.6	<p>Break-up of Reimbursable:</p> <ol style="list-style-type: none"> 1. Transportation from outside/inside India to Client's site. 2. Local transportation within Chennai. 3. Report production. 4. Office supplies, communications including hiring of computer, printers & plotters. 5. Any other cost as determined by the consultant <p>However Payment will be made on lump sum basis as indicated in the Section 5-ToR.</p>
3.7	<p>Amounts payable by the Client to the Consultant under the contract would be subject to local taxation:</p> <p>Yes. The Consultancy Contract Price shall be inclusive of all taxes.</p> <p>The GST shall be reimbursed separately at actuals upon production of evidence subject to the ceiling amount as quoted by the consultant. Any increase or decrease in the GST due to change in applicable law during the currency of contracts, such additional or reduced cost shall be paid by or credited to the Client. Tax deduction at source shall be done as per taxation laws of India.</p>
3.8	The Consultant shall quote their price in Indian Rupees (INR) only.
4.3	Consultant must submit the original and one copy of the Technical Proposal and the Financial Proposal.
4.5	<p>The Superintending Engineer Salem Circle at Coimbatore Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002. Tele:0422-245606 Email: sescnhb@yahoo.com</p> <p>Proposals must be submitted no later than the following date and time: 27th May 2022 at 3.00pm</p> <p>Date & time of opening proposals: 27th May 2022 at 3.30pm in the O/o The Superintending Engineer Salem Circle at Coimbatore</p>

	<p>Tamil Nadu Housing Board Cowly Brown Road, R.S.Puram, Coimbatore – 641 002.</p>
5.1.1	<p>(A) Minimum eligibility Criteria for Sole firm –</p> <p>Experience of the firm in completed projects in the last five years:</p>
	<p>(1) The firm should have minimum experience of preparation of three Detailed Feasibility Report including detailed market research & analysis, conceptual Architectural plan for development of Commercial Building particularly (i) IT/ITes Building, (ii) Financial Institutions (iii) other office complexes (iv) combination of all above with food court, hospitality, conventional centre, parking etc., with land development area of not less than 81,070sq.m each and Total Project Cost each not less than Rs.306.00 crores. If the DFR does not include the detailed market research & analysis then the Consultant should establish their experience in market research & analysis study for 3 projects for development of Commercial Building particularly (i) IT/ITes Building, (ii) Financial Institutions (iii) other office complexes (iv) combination of all above with food court, hospitality, conventional centre, parking etc., with land development area of not less than 81,070.00 sq.m each and Total Project Cost each not less than Rs.306.00 crores</p> <p>(or)</p> <p>(2) The firm should have minimum experience of preparation of six Detailed Feasibility Reports including detailed market research & analysis for development of particularly (i) IT/ITes Building, (ii) Financial Institutions (iii) other office complexes (iv) combination of all above with food court, hospitality, conventional centre, parking etc., with land development area of not less than 50,000sq.m each and Total Project Cost each not less than Rs.160.00crores. If the DFR does not include the detailed market research & analysis then the Consultant should establish their experience in market research & analysis study for 6 projects for development of Commercial Building particularly (i) IT/ITes Building, (ii) Financial Institutions (iii) other office complexes (iv) combination of all above with food court, hospitality, conventional centre, parking etc., with land development area of not less than 50,000sq.m each and Total Project</p>

	<p>Cost each not less than Rs.160.00 crores</p> <p>Note:**The Project cost of previous years shall be given weight age at the rate of 5% per annum based on the rupee value to bring them to 2021-22 price levels.</p> <p>(3) Annual turnover (average of last 5 years or in each of the preceding two years) of the firm should not be less than Rs.5 crores</p> <p>(B) In the case of Joint Venture Firms (Maximum two; among two, one should be the Lead Partner and others should be JV Partners):</p> <p>Experience of the firms in completed projects in the last five years:</p> <p>In respect of firm's experience, the Lead Partner shall meet at least 50% of the eligibility criteria and other partner shall each meet atleast 30% of the eligibility criteria and the JV must collectively satisfy the eligibility criteria mentioned in Para(A)(1).</p> <p>(2) In respect of Annual Turnover, the Lead Partner shall meet at least 50% of eligibility criteria and other partner shall each meet at least 30% of the eligibility criteria. The JV must collectively satisfy the eligibility criteria mentioned in para (A)(2).</p> <p>(C) The JV agreement/Memorandum of understanding shall be furnished along with Technical Proposal.</p> <p>(D) The firms experience may include the experience of their associates and subsidiaries provided the firm (or its promoters) should have minimum 51% shareholding in the associates/ subsidiaries. The consultant shall submit the proof of this while submitting their proposal.</p>
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals (St)are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment:15</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology 7</p>

	<p>b) Work plan 7</p> <p>c) Organization and staffing 10</p> <p>d) Comments on TOR & facility to be provided by Client 6</p> <p>Total points for criterion(ii): 30</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader cum Strategy Expert / Real Estate Expert 15</p> <p>b) Senior Urban Planner 10</p> <p>c) Senior Architect 10</p> <p>c) Senior Market Analyst 10</p> <p>d) Senior Financial Analyst 10</p> <p>Total points for criterion(iii): 55</p> <p>The number of to be assigned to each of the above positions or disciplines shall be determined considering the following three sub- criteria and relevant percentage weights:</p> <p>1) General qualifications 20%</p> <p>2) Adequacy for the assignment 70%</p> <p>3) Experience in region and language 10%</p> <p>(4) Total points obtained by the consultants = St</p>
5.4	The minimum qualifying mark is 75. (St) > 75
5.7	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, 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. The weights given to the Technical and Financial Proposals are:</p> <p>$T = 0.7$ and $P = 0.3$</p> <p>$S = S_t \times 0.7 + S_f \times 0.3$</p>
6.1	<p>Expected date and address for contract negotiations:</p> <p>27th May 2022</p> <p>The Superintending Engineer Salem Circle at Coimbatore, Tamil Nadu Housing Board Cowly Brown road, Coimbatore – 641 002. Tele:044-2456606 Email: sesctnhb@yahoo.com</p>
7.2	<p>Expected date for commencement of consulting services:</p> <p>June-2022 at Coimbatore.</p>

Section 3. Technical Proposal

Refer to Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and Paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form TECH-8Work Schedule	65

Form TECH-1: Technical Proposal Submission Form

Date :

To

The Superintending Engineer
 Salem Circle at Coimbatore
 Tamil Nadu Housing Board
 Cowly Brown Road,
 R.S.Puram,
 Coimbatore – 641 002.
 Tele:0422-245606 Email: sescnhb@yahoo.com

Dear Sir:

We, The Undersigned, Offer To Provide The Consultancy Services For Preparation Of Detailed Feasibility Report For Re-Development of 960 Flats At Uppilpalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore in accordance with your Request for Proposal dated [*InsertDate*] & its addendum. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant, if applicable*].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet. We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]_____Name and

Title of Signatory:_____Name of

Firm:_____Address:

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be
Provided by the Client**

A - On the Terms of Reference

I. DETAILED SCOPE OF SERVICES

The TA shall be hired for the purpose of Preparing the feasibility report by fulfilling the demand raised by the allottees association and stakeholders as stated below section 5 Terms of reference. The Feasibility report also have to be submitted stating the financial loss or profit for client / Authority, Contractor. Also the TA hired for the purpose of executing the following scope of services delineated in this TOR per terms agreed upon and entered into by the Authority and the TA (hereinafter “**TA Agreement**”). The date of signing and execution of the TA Agreement shall be the effective date from which all rights and responsibilities of the TA shall flow (hereinafter, “**Effective Date**”).

A. Appointment of various Consultants

Identifying the qualification criteria of technical, financial and legal consultants and selecting and appointing suitable firms as technical, financial and legal consultants in a fair and transparent manner by preparing a consultant term of reference for the consultancy assignments

B. Regulatory Assessment

The TA shall study applicable land use and building regulation of the State Government and any other applicable laws, regulations, and standards as applicable to the sector redevelopment of residential housing complexes, in coordination with the appropriate legal consultants or relevant government body representatives.

C. Financial Viability Analysis

This analysis shall be undertaken in coordination with the financial consultant who has been appointed in this regard. The tasks would include:

- a. Profit sharing model
- b. Revenue sharing model
- c. Area sharing model
- d. Area sharing with cash premium model
- e. Estimate capital & operational expenditure requirement for the Project.
- f. Prepare phasing of investment in line with implementation framework.
- g. Capital structure and sources of financing.
- h. Operational revenue and cost projections.
- i. Assess requirement of viability gap funding if any and options of disbursement mechanism, in the event of PPP.
- j. Analyze financial viability based on key financial indicators (Project IRR, Equity IRR, payback period, Debit Service Coverage Ratio (DSCR), NPV) and sensitivity and scenario analysis

D. Risks and Risk Mitigation

The TA shall identify the various risks that can impact the timely completion of the project such as litigation risk, approval risk, socio-economic risk, demand risk,

environmental risk, completion risk, land acquisition risk, political/regulatory risk, financial risk, design risk and other applicable risks that the TA identifies throughout the lifecycle of the Project. All of these risk factors shall be mitigated by the TA, or where possible the TA shall facilitate the concerned Authority in mitigating the same, while in consultation with the Authority and the relevant legal, financial and/or technical consultants. The details of the risks would, *inter alia*, include the following:

- a. Land Acquisition Risk: **The TA should get concurrence from the existing flat owners for the proposed scheme, layout and drawings.** It is of essence to the Project that all the title documents of all the apartments and the common areas in the Housing Complex are transferred to the Authority (TNHB) in a timely manner, prior to selection of a Preferred Bidder/Developer.
- b. Socio-Economic Risk: The TA shall facilitate the TNHB to help the occupants of the Housing Complex to relocate to another

accommodation until the completion of the Project, in order to reduce the adverse economic impact of the Project on the residents.

c. Design Risk:

- i. The TA, in consultation with the technical consultant, and the local authorities ensure that the right-of-way of the tenants in the tenements in the adjoining property, to the main road, that is serviced by some of the roads forming part of the common areas of the Project redevelopment area, are not unduly inconvenienced during the length of the Project.
- ii. **Clarity over the current UDS of the different categories of apartments and calculation of the proposed new UDS for each category of apartments – LIG, MIG and HIG - and distribution strategy between the current owners and the developer.**
- iii. Developing a composite plan for the redevelopment, also including alternative passages to the main road, for the independent houses in the adjoining land to the Housing Complex to preclude inconvenience to the independent houses and allowing them access to the main road.
- iv. Taking consent from the tenants/owners of the independent houses in the adjoining land, for the Project, to preclude litigation.
- v. Mitigating any environmental disturbances to the water body in the area of development.

d. Legal, Regulatory and Title Risk:

- i. Identifying and distinguishing between current owners and tenants.
- ii. Identifying all owners with proper title documents.
- iii. Tracing the current owners of apartments who bought the apartments from the original owners and ensuring presence of proper title documents.
- iv. In collaboration with the legal consultant, undertake reconveyancing of all title documents pertaining to all 960 apartments in favour of the Authority for promoting the Project.

- v. In collaboration with the legal consultant, undertake reconveyancing of the title documents pertaining to the common areas serving the Housing Complex and the independent houses in the adjoining property from the local corporation to the Authority.
 - vi. Receipt of written consent from 100% of the owners in the Housing Complex for the redevelopment of the Housing Complex. Further the **TA should have to assist with the authority in order to get original sale deed from the existing flat owners of the housing complex to complete the project in the smooth manner.**
 - vii. Identifying all the owners' associations operating within the Housing Complex and understanding their statutory registration and their governing bye-laws.
 - viii. Facilitating the appropriate modification of the concerned bye-laws of the Owners' Association to enable redevelopment of the Housing Complex with 100% consent of all the owners and avoiding legal issue.
- e. Political/Regulatory Risk: The TA shall ensure that all aspects of the Project are implemented as advertised and that every income and revenue made for the concerned persons from the Project is duly accounted for and full transparency is maintained throughout the execution of the Project to preclude any future litigations challenging the legal sanctity and legitimacy of the Project.
- f. Approval Risk: The TA shall ensure that necessary approvals are received from various local bodies for the effective implementation of the Project.
- g. Other Risks: It shall be the responsibility of the TA to analyse various potential risk factors that may arise during the course of the implementation of the Project and, in consultation with the Authority the legal, financial and technical consultants, develop methods to mitigate the same.

E Preparation of Detailed Project Report (DPR)

a. Detailed Project Report

The DPR shall form an important and fundamental part in the structuring and subsequent tendering process for the Project. In that regard, several technical, financial, legal and regulatory feasibility studies are to be conducted, in consultation with the relevant consultants who are the experts in their respective domains. After the feasibility studies, a DPR shall be prepared, which shall contain the following:

- i. Brief information about the Project.
- ii. Experience and skills of the people involved in the promotion and execution of the Project.
- iii. Details and practical results of the Project envisaged.
- iv. Market value of the land.
- v. Market value of the land (prior to and after redevelopment).
- vi. Sale price prevailing for the newly constructed space.
- vii. Available infrastructure facilities in that area.
- viii. Special features of importance in that area
- ix. Potential and demand for the proposed redevelopment in the area
- x. Project finance and/or sources and types of financing
- xi. Government approvals, clearances and licenses required
- xii. Methodology for stakeholder consultations and minimizing disputes with third parties
- xiii. Methodology for obtaining vacant possession of the proposed redeveloped area in the name of the Authority.
- xiv. Cost estimates and financial analysis for the Project structuring, revenue estimation etc.
- xv. Details of raw materials required for tendering purpose
- xvi. Details of the requisite securities to be given to various financial organizations, as applicable
- xvii. Other important details of the proffered Project idea include information about management teams for the Project, details

about the building, plant, machinery, etc. required for its effective implementation

- xviii. Schedule of implementation of works
- xix. Operation and maintenance structure for the proposed Project
- xx. Facilities to be considered as per National Building Code, 2016, Tamil Nadu Combined Building and Development Rules, 2019, Central Public Work Departmental Works Manual, etc.
- xxi. Technical and financial feasibility for the Project
- xxii. Project Structuring – The basis on which the Project would be developed
- xxiii. Assist the Authority in clarifying the queries raised on the DPR
- xxiv. Necessary follow-ups on behalf of Authority for final approval of the Project from building approval authority and Completion Certificate in all aspects till the building construction over.

Note: A draft DPR is required to be submitted prior to final approval of the Authority.

xxv. After successful completion of preparation, submission of DPR and final approval for the structuring of the Project should be approved by the Authority, after that the bid process shall begin.

F. Assist in Obtaining Upfront Approvals Permits and Clearances, Title Requirements etc., in all aspects.

The TA shall prepare a consolidated list of approvals/consents/clearances required from various government instrumentalities for implementation and construction of the Project. The TA in consultation with the technical consultant shall further advise the Authority with respect to the requisite approvals and clearances upfront/prior to the bidding process with the intention of providing better certainty of execution of the Project to the Developer. The TA shall facilitate and oversee the conveyancing and reconveyancing of the title deeds of all parts of the proposed redeveloped area to the Authority and advise the Authority on the most cost-effective manner of undertaking the same. The Authority shall also take responsibility to liaise with the other government departments for the obtaining of the necessary permissions, clearances and approvals.

G. Undertake Stakeholder Consultations

The TA has to explain the DPR to the stakeholders/ Flat owners and to get consent from the same.

Assist the Authority in undertaking extensive consultations and meetings with the various stakeholders of the Project such as the owners and tenants of the Housing Complex, the residents of the tenements in the adjoining property whose access to the main road is serviced by the roads forming part of the common area of the Housing Complex, various government departments that would be involved in the effective execution of the Project and any other parties who shall be identified as instrumental in the effective implementation of the Project.

H. Facilitate in obtaining vacant possession from the existing owners/occupants

It is the responsibility of the TA to facilitate and support the Authority to obtain vacant possession of the entire Housing Complex to their temporary accommodation in a smooth manner, organized by the occupant themselves with the full support of the Authority / ancillary departments of the GoTN. The TA shall also assist the Authority in the receipt of the consent of the owners of all 960 (Nine Hundred and Sixty) apartments in the Housing Complex and preclude potential litigation and opposition to the Project to the best extent possible.

I Assist in Preparation of Bid Documents

The TA shall assist in preparing the necessary bid documents, *inter alia*, comprising (a) Request For Qualification (hereinafter referred to as “**RFQ**”) (b) Request for Proposal (hereinafter referred to as “**RFP**”) and (c) appropriate Development / JV Agreement. The TA shall also assist the Authority in finalizing the qualification criteria finalizing the qualified bidders (hereinafter referred to as “**Preferred Bidder / Developer**”) eligible to participate in the bidding process. The Authority intends to pre-qualify and short-list bidders on the basis of the response to the RFQ/RFP document. It may also suggest improvements in the development plan and in the Bid Documents. For this

purpose, the TA shall work closely with the Authority and the legal consultants and technical consultants. Bid documents would include the RFQ, RFP, draft Development Agreement, Project Information Memorandum and the Project Feasibility Report (hereinafter referred to as the “**Bid Documents**”). Bids to be submitted by the bidders shall be based on the aforesaid Bid Documents.

J. Marketing and Contacting Prospective Bidders

The TA shall carry out requisite marketing exercise to elicit adequate response from prospective bidders and other interested parties in submission of Expressions of Interest (“**EOIs**”) from prospective bidders. The format for submission of EOIs shall be submitted by the TA to Authority for approval. The TA shall submit a list of bidders likely to participate in the bid before the publication of the bid so that Authority is assured of adequate response in the bid.

K. Assist in Convening/Conducting Pre-bid and Other Meetings

The TA shall assist the Authority in the bid process for selection of the Preferred Bidder from among the bidders who have submitted necessary RFP/RFQ till the signing of the Development / JV Agreement. This will primarily include convening of the pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority and preparing the minutes of the pre-bid meeting and circulate the same to every participant, including the Authority and representatives from other government departments, etc. The TA shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the site details, potential risks, the process of the transaction, the revenue model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

L. Assist in Selection of the Preferred Bidder

The Authority intends to select the Preferred Bidder on the basis of the proposals received from prospective bidders. Technical and financial proposals shall be invited as part of the bidding process. The TA shall assist the Authority in evaluating the technical and financial proposals and in

engaging with the Preferred Bidder till execution of the Development / JV Agreement.

M. Assist in releasing Letter of Award to the Preferred Bidder

The TA shall assist the Authority in issuing the Letter of Award (“**LOA**”) after Preferred Bidder is finalized by the Authority and till the execution of the Development / JV Agreement.

N. Facilitate to conclude the Development/ Joint Venture Agreement and other undertakings

Once the LOA has been issued, the TA shall assist the Authority in signing the Development / JV Agreement with the Preferred Bidder within 30 (Thirty) days of the issue of LOA.

O. Rendering Advisory Services

The TA shall provide such other advice and assistance as may be required or necessary and incidental to the services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time, until the signing of the Development Agreement.

1. Evaluation of Site: Data collection and Analysis

- a. Collection of data and Mapping – Collection of all relevant details pertaining to the site and location such as existing amenities, facilities, infrastructure services and constraints if any, etc.
- b. Carry out Land Use Survey with cadastral details.
- c. Collection of physical site details~ Layout, Size, shape ,topography, contour, existing structures
- d. Land Use and Development Control regulations~ Master plans, zonal plans, building bye laws, development regulations, permitted land use and FAR at the site, rules for obtaining permissible Floor Area Ratio(FAR)/ Floor Space Index (FSI), Transferable of Development Right (TDR),etc., circle rates of land for various use in the area, market rates as per past land deals.
- e. Collect & analyze all relevant laws such as environmental laws ,town planning laws & any other laws, regulatory framework applicable that will govern or pose restrictions & affect development of land use

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

2. Demand Assessment & Market Analysis

- (a) Validate or Challenge the demand assessment and Product mix identified in the prefeasibility report and suggest alternative product mix
- (b) Conduct Detailed Market research based on primary data by making use of analytical and statistical techniques based on the gathered information and interpret information in an organized/scientific fashion;
- (c) Market research shall be based on Primary market research techniques viz., focus group, survey and questionnaires, observations, trial & experimentations and In- depth Interviews;
- (d) Carry out a detailed bench marking and mapping of proposed competitive activities in this area
- (e) Prepare a comprehensive demand assessment model using qualitative and quantitative methods
- (f) Consultant shall carry out a perception study to identify expected projects, feedback on demand potential, developers perception of the proposed site, potential or alternate development and key concerns, projected revenue and cost (capital as well as operating)for various expected projects/development etc.
- (g) Solicit perception feedback from potential occupiers & developers and arrive at approximate area requirements from proxy sectors
- (h) Evolve the commercial office space demand and Opportunities based on the Primary market research
- (i) Analyze market conditions like product mix, absorption rate, occupancy

levels, market trend, ongoing and future market conditions, rental and capital market trend, competition from other market players, investment scenario in real estate market

- (j) Carry out SWOT Analysis.
- (k) Analyze and draw conclusions from case study and suggest additional activities that will boost the Marina Business Center to realize it as a global iconic land mark.
- (l) Define the type, quality & extent of infrastructure facilities and communication & data transmission services required.
- (m) Analyze the provisions/restrictions to development of the proposed scheme due to relevant laws that shall facilitate the preparation of Master Plan.
- (n) The consultant shall spell out the objectives considered, the limitations/ constraints/ risks & strategy they propose to tackle.
- (o) Analysis of the common areas vis-a-vis saleable areas and cost analysis of the same to derive cost of built up area;
- (p) Based on best use analysis, recommend appropriate product mix, positioning, pricing sizing of project, and its phasing including development strategy.

3. Master plan and Conceptual Drawings

- (a) Based on the analysis and conclusions of Surveys, Data, market surveys and case studies, the consultant shall draw conclusions in respect of requirements of various Zones and Land uses, Requirements of Built form and landscape planning, Requirements of infrastructure, communication facilities, and data transmission facilities, type and degree of architectural control desired, requirements of Rail, road, Car-parking and other transport related facilities particularly the links with airport and nearby Railway stations. Based on the analysis of the provisions/ restrictions to development city level nodes as per relevant laws that will affect the preparation of Master Plan, **prepare a frame work for the Master Plan and strategy for implementation.** The master plan shall be prepared depicting the infrastructure proposals like main building, common properties, external roads, water supply arrangements including water management, sewerage, drainage, power, solid waste management etc;
- (b) Prepare the Architectural Concept Plan with area statement of floor plates including common area all location in the built up area ,road area, common amenities & facilities, landscaped areas and electrical lines layout transformer location, water supply system location (water reservoir, pump-house, service reservoir), sewer lines, water lines, storm water drainage system, communication

system, fire hydrants,
watering the lawns & gardens, STP, Waste Management etc;

- (c) Present traffic flow and future impact on transportation system and adjoining roads by the proposed development on the site
- (d) The Consultant shall carryout detailed case studies of the best practices and learning from smart city and integrated commercial development projects from across the world and make clear and action able
Recommendations on each of afore said items. Through the global review and benchmarking exercise the Consultant shall identify 6 (six) signature projects of similar nature and complexity from Indian perspective, on lines of which signature projects can be developed to suit the local/ Indian conditions.
- (e) Suggest broad specifications of the building, services, amenities, landscaping etc.
- (f) Based on collected data and site appraisal the Consultant shall prepare the preliminary estimates of cost of development and expected revenue realization
- (g) Prepare Environmental and social screening report to determine the likely impacts

4. Project Structuring

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

5. Financial Model and Business Plan

- (a) Evaluate strategic objectives in relation to the Project and advising on the commercial and capital structuring, especially with reference to Applicable Laws;
- (b) collection, compilation and analysis of relevant financial data relating to all costs and revenues with sensitivity analysis;
- (c) prepare areas on able estimation of the likely revenues; The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. The analysis shall include all the elements of the project;
- (d) Assessment of residential viability of the Project.
- (e) Develop a financial model to determine viability of proposed project based on applicable regulations, block costs of development and market rend; Identification of the appropriate revenue model comprising capital structuring, equity, debt, cash flows, project IRR, Equity IRR, Sensitivity analysis, in which fund will be received by the landlords,/owners, Annual concessional fees, revenue share, upfront premium, mixed revenue model, revenue assessment for developer
- (f) Identify expected returns of various stakeholders involved to make the project attractive for investment
- (g) identification of project risks and in allocation of the same in an efficient and economic manner; The consultant shall conduct a risk analysis of the development to determine, asses, allocate and manage/mitigate risks (such as but not limited to project, commercial, financial, political, economic and legal risks)during all project stages;
- (h) Risk assessment including Market, Political, Approvals, Financing, Pricing, Force majeure, Environment & Social etc
- (i) identification and quantification of estimated financial impact of the Project on government and privateer sources;
- (j) The consultant would evolve an optimal structure for the composite project and assess the financial feasibility of development based on various funding options public funding and private investment.
- (k) Carry out Value for Money Analysis (VFM) for various mode of execution/operation development of various possible alternatives for revenue maximization and shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall prepare the Revenue Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt

service, return on investment etc. This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

- (l) The consultant shall also undertake sensitivity analysis by identifying most critical factors and determine their impacts on the IRR, including varying project costs and benefits, implementation period and combination of other factors;
- (m) The consultant has to analyze for its feasibility in respect of financial aspects and give their recommendation. The analyze includes breakeven analysis, sensitivity analysis and cost benefit analysis.

1. PROJECT TEAM OF THE CONSULTANT

The Consultant shall be required to form a multi-disciplinary team for this assignment.

The Consultant's Team shall be manned by an adequate number of experts with relevant experience in the similar assignments.

- ii) A list of personnel to be provided by the Consultant along with suggested staff months as per the Client's assessment is attached in Enclosure1.
- iii) A list of qualifications and experience requirements for Professional Staff(key and sub-key) is attached in Enclosure2.
- iv) The information furnished in Enclosures 1 and 2 is provided to assist consultants to understand the Client's requirements and shall be taken by the applicants for the purposes of the Financial Proposal. All the Key Professional Staff mentioned will be evaluated at the time of evaluation of the Technical Proposal. Any deviation proposed may be recorded in the comments on the Terms of Reference in Form TECH- 3.
- v) The applicants are advised to frame the Technical Proposal for assessment in respect of marks to be given as part of evaluation criteria as mentioned in the Data Sheet. The CVs of the Key Professional Staff should be signed one very sheet by the personnel concerned and the last sheet of each CV should also be signed by the authorized signatory of the applicants.

2. OBLIGATIONS OF THE CLIENT (Data, Facilities and Resources to be provided by the Client)

The TNHB will provide the following inputs and facilities:

- Access to the land in which the development Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore
- The Client shall provide comments or approval for each drawing, layout plan or report within 15 days from the date of submission by the Consultant
- Any available data/ information relevant to the assignment will be provided to the Consultant by TNHB

3. COORDINATION MEETINGS

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

(a) An In-house Team (IHT) comprising representatives from TNHB, and external experts would be formed by the Client. There shall be regular fortnightly meetings wherein representatives of the Client & IHT will review the progress and other aspects of the work. Until the award of the construction contracts, these meetings shall be held in either the Client's or the Consultant's office. The Consultant shall record the minutes of such meetings and maintain the mass records for future reference after obtaining the Client's approval to the same.

(b) Consultant shall also attend the meeting to be held at Government level and other Departments as and when required.

4. INTERACTION WITH THE CLIENT AND IN-HOUSE TEAM (IHT)

1. During entire period of services, the Consultant shall interact continuously with the Client, IHT & its representatives and provide any clarification as regards methods being followed and carry out modification as suggested by the Client and its representatives. A programme of various activities shall be provided to the Client and prior intimation shall be given to the TNHB regarding start of key activities such as survey, sub-soil exploration etc., so that inspections by the TNHB could be arranged in time.
2. All software, code books and other relevant books etc., required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property and maintained at site.

5. REVIEW COMMITTEE TO MONITOR THE CONSULTANT'S WORKS

The In-house Team comprising representatives from TNHB and External Experts shall review the progress of the work and recommend to approve the deliverables and the Consultant's payment by the Client.

The IHT will review the reports submitted by the Consultant and will

give suggestions and modifications, if any, within 15 days of receipt. The same may be incorporated in the final reports or concerned documents. The IHT may also hold meetings with the Consultant as necessary to discuss reports submitted and review the progress.

6. DEFICIENCIES OF SERVICES

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

P. Environment Impact Assessment

The TA shall assist the Authority in undertaking environmental impact assessments (hereinafter referred to “**EIA**”) of the Project.

ENVIRONMENTAL IMPACT ASSESSMENT

The data for EIA study is collected through field studies, literature review, and interaction with concerned departments. The study area for the Environmental Impact Assessment (EIA) study shall be the area within the 10 km radius of the periphery of the project. Map of the study area clearly delineating the location of various monitoring stations (air/ water / soil and noise) superimposed with location of habitats shall be provided in Figure 2. The TA shall be responsible for hiring the consultant/agency for undertaking such environmental impact assessments as delineated below and regularly advise the Developer, in consultation with the technical consultants, to adhere to best practices to minimize adverse environmental impact.

Figure 2 EIA Study Area

a. Environmental Baseline Status

The data/information on Environmental Baseline Status shall be collected as per the following paragraphs:

- a. **Meteorology:** As a part of the EIA study, a micro-meteorological data will be collected from nearest India Meteorological Department (IMD) station. The parameters include wind speed, wind direction temperature, and relative humidity. The collected data will be used for preparation of wind rose diagrams and air quality modelling.

b. Ambient Air Quality: An ambient air quality monitoring network was designed for assessment of the baseline status of ambient air quality. The parameters to be monitored are given as below:

- i. PM10
- ii. PM 2.5
- iii. Sulphur Dioxide (SO₂)
- iv. Nitrogen Oxide (NO)
- v. Carbon Monoxide (CO)

The frequency of sampling shall be twice a week for 13 (Thirteen) consecutive weeks. Ambient air quality monitoring shall be conducted for one season. The sampling stations shall be selected based on the predominant wind direction of the area. The stations located at upwind, downwind and cross wind directions.

- c. Noise: Equivalent continuous noise level (Leq) in and around the Project area will be monitored. Construction equipment and road traffic are the major sources of noise. Baseline data of noise at the Project area and the neighbourhood habitat areas is to be ascertained. Daytime and nighttime data shall be collected.
- d. Land use: The information on Land use pattern will be collected from the available data. The Project is located within the Corporation limit. The land is situated in residential Zone as per Development Plan of Coimbatore corporation. The details regarding soil type and characteristics, physical and chemical characteristic of soil should be analysed to ascertain contamination, if any.
- e. Water Quality: Baseline water quality from all sources such as ground water, Corporation water, and surface water, including open water bodies in the proposed redevelopment area, should be analysed and compared to the water quality norms prescribed for drinking water.
- f. Biological Environment: As a part of the study, the information on the following shall be collected through gazetteer of district, forest department and revenue offices:
 - i. Preparation of an inventory of major species of trees, herbs, shrubs and timber trees in the area;
 - ii. List of economically important plants, if any;

- iii. Presence of rare and endangered species, if any;

The data on the availability of various floral and faunal species in the study area already available with the Department of Forests will also be collected and utilized.

- g. Socio-Economic Environment: The data on demographic profile in the study area will be collected. The data to be collected is as follows:
 - i. Demography
 - ii. Literacy profile
 - iii. Occupational profile

b. Impact Assessment

With the knowledge of the baseline conditions, Project characteristics, the intensity of construction activities, detailed projections shall be made of the influence of Project on the areas of social, physical and biological environment. Based on the predictions, the critically affected environmental parameters will be identified for the proposed Project.

The impacts to be considered during Project construction and operation phase are listed as below:

- a. Land
- b. Water
- c. Noise
- d. Air
- e. Ecology
- f. Socio-economic
- g. Aesthetics
- h. Traffic
- i. Airport
- j. Electricity

Based on the forementioned details, a detailed EIA should be carried out by and agency/consultant appointed and supervised by the TA. The EIA study should also provide for the general details of activities in brief, summary of baseline data, impact and mitigation measures.

c. Environmental Monitoring Program

An environmental monitoring program is required to provide scientifically defensible information for determining the status of the environmental quality of the surrounding area of the Project site and to check whether the levels of critical pollutants are within the environmentally acceptable limits. This will help to obtain an early warning of unacceptable environmental conditions so that control measures can be taken immediately. It also helps to determine in a timely fashion, changes in the local environmental quality.

The environmental attributes to be considered in the environment monitoring program shall comprise of:

- a. Ambient air quality
- b. Drinking water (potability testing)
- c. Ambient noise
- d. Soil quality
- e. Ground water and surface quality
- f. Occupational exposure monitoring

d. Environmental Management Plan

An Environmental Management Plan will be developed by the TA, in consultation with an environmental consultant/agency to selectively mitigate the adverse impacts due to the construction and operation of various activities planned for the proposed Project. The key issues to cover as a part of Environmental Management Plan are listed in the following paragraphs.

- a. Environmental Management Plan for Implementation in Construction Phase
 - i. Air pollution control
 - ii. Water quality
 - iii. Management of solid waste, debris waste management
 - iv. Noise control measures
 - v. Biological environment
 - vi. Health and safety of construction workers
- b. Environmental Management Plan during Operation Phase
 - i. Water environment – wastewater treatment and its recycling for flushing, gardening, water conservation, Rainwater harvesting
 - ii. Solid waste management

- iii. Noise control measures
- iv. Air pollution control measures for diesel generator sets
- v. Firefighting measures
- vi. Solar lighting
- vii. Greenbelt development
- viii. Environment management cell
- ix. Budgetary allocation for Environmental Management
- x. Lightning arrestor

Q. Scope Not Exhaustive

The scope of services specified in this section of the TOR are not exhaustive and the TA shall undertake such other tasks as may be necessary to successfully complete the bid process for the Project.

II. DELIVERABLES AND TIMELINE

A. In pursuance of this TOR, the TA shall undertake/deliver the following deliverables (the “**Deliverables**”) for the Project during the course of this TA Agreement. Deliverables shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. To be submitted in hard copies and soft copies and otherwise as required by the Authority. The deliverables and their timelines for the Project are as follows:

1. Inception Report

The TA shall prepare and submit an Inception Report (hereinafter referred to as the “**Inception Report**”). The Inception Report shall be a further elaboration of the TA’s submissions towards understanding the objective of the engagement of TA, the methodology to be followed, the structuring of the Project, methods for minimizing risks and recommendation to maximize the revenue potential of the Project.

2. The TA shall frame the terms of reference for appointment of technical, financial, marketing, legal and other consultants as it may deem fit and successfully appoint qualified technical, financial, marketing, legal and other consultants who possess the required experience in such nature of Project.

3. Development of Key Result Area (“**KRA**”) metrics for assessment of performance of the TA, the legal consultants, financial consultants, technical consultants and other relevant parties and submission of detailed documents capturing the same within the stipulated time as instructed by the authority.
 4. Stakeholder consultations shall be undertaken throughout the engagement of the TA for the Project.
 5. Assistance in obtaining upfront Approvals & Clearances prior to bidding process.
 6. Submission of Project Feasibility Report, incorporating financial, legal, technical feasibility studies within the stipulated time as instructed by the authority.
 7. Submission of DPR, within the stipulated time as instructed by the authority from the date of the Effective Date of the TA Agreement.
 8. Project Information Memorandum within the stipulated time as instructed by the authority from the Effective Date of the TA Agreement.
 9. Preparation of Notice Inviting Tender (“**NIT**”), Request For Proposal (“**RFP**”) and Development Agreement to be issued to prospective bidders/Developers within the stipulated time as instructed by the authority from the Effective Date of the TA Agreement.
 10. Issue of the NIT, RFP and Development Agreement within the stipulated time as instructed by the authority of finalization of the above documents.
 11. Review of submissions of expressions of interest (“**EOI**”) submitted by prospective bidders within the stipulated time as instructed by the authority from the date of cut-off period for submission of EOIs by prospective bidders and consultants.
 12. Assistance in bidding process.
 13. Project Closure Report, at the end of the bidding process and selection of a successful Preferred Bidder, or otherwise as and when required by the Authority.
- B.** The above time period for the Deliverable does not include the time taken for granting approvals by the Authority.

- C.** The above time period shall also not include the time taken to get the consent from all the stakeholders in the Project and providing vacant possession of the redeveloped area to the Authority.
- D.** Time period of 30 days shall be taken by the Authority to grant approvals for each deliverable tentatively. The TA shall not be penalized for delays in execution of its services owing to delays in obtaining approvals and clearances from ancillary government departments, consents from all the stakeholders in the Project.
- E.** The TA is required to make presentation at each deliverable stage.
- F.** The timeline shall be extended subject to the discretion of the Authority wherein the Authority reserves its rights to levy liquidated damages.

B - Data and Facilities

[Comment here on Data and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain our Understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work plan , In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents ,including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of FormTECH-8.

c) Organisation and staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

Key Professional Staff¹						
Name of Staff	Qualifications	Total years of experience	Relevant experience in years	Area of Expertise	Position Assigned	Task Assigned
					Team Leader cum Strategy Expert/ Real Estate Expert	
					Senior Urban Planner	
					Senior Architect	
					Senior Market Analyst	
					Senior Financial Analyst	

Sub-Key Professional Staff²						
Name of Staff	Qualifications	Total years of experience	Relevant experience in years	Area of Expertise	Position Assigned	Task Assigned
					Architect	
					Environment Expert	
					Market Analyst	
					CAD Operator	

Note : 1. CV of above Key Professional Staff shall be submitted for evaluation.

6. CV of Sub-key Professional Staff shall be submitted at the time of commencement of services before deployment.

**Form TECH-6: Curriculum Vitae (CV) for Proposed
Professional Staff**

1. **Proposed Position** *[only one candidate shall be nominated for each position]:*_____
2. **Name of Firm** *[Insert name of firm proposing the staff]:*_____

3. **Name of Staff** *[Insert full name]:*_____
4. **Date of Birth:**_____ **Nationality:**_____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*

6. **Membership of Professional Associations:**_____

7. **Other Training** *[Indicate significant training since degrees under 5-Education were obtained]:*

8. **Countries of Work Experience:***[List countries where staff has worked in the last ten years]:*

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*_____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment*

(see form at here below):dates of employment, name of employing organization, position shield.]:

From [Year]: To[Year]:_____Client: _

Position shield: _____

<p>11.Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12.Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____ Day/Month/Year

Full name of authorized representative:

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	N	Office	Field ³	Total	
Key Professional																		
1																		
2, and so on																		
														Subtotal				

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input
		1	2	3	4	5	6	7	8	9	10	11	12	N	Field	
Sub-Key Professional																
1																
2																
n																
		Subtotal														
		Total														

1 For Professional Key and sub-key Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: clerical staff, etc.).

2 Months are counted from the start of the assignment. For each key professional staff indicate separately staff input for home office and field work. Field work means work carried out at a place other than the Consultant's home office for this services

Form TECH-8 Work Schedule

N °	A c t i v i t y	M o n t h s ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. of Section2.

Form FIN-1: Financial Proposal Submission Form	67
Form FIN-2: Summary of Costs	68
Form FIN-3: Breakdown of Costs by Activity	69
Form FIN-4: Breakdown of Remuneration (Lump-Sum)	70
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Form FIN-1: Financial Proposal Submission Form

Date

To:

The Superintending Engineer
 Salem Circle at Coimbatore
 Tamil Nadu Housing Board
 Cowly Brown Road,
 R.S.Puram,
 Coimbatore – 641 002.
 Tele:0422-245606
 Email: sescnthb@yahoo.com

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Services for “Preparation of Detailed Feasibility Report for the Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore” in accordance with your Request for Proposal dated ... & its addendum and our Technical Proposal. Our attached Financial Proposal is for the sum of. This amount is exclusive of out of pocket expenses, all the taxes, cess duties and levies.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

No Commissions and gratuities paid or to be paid by us to any one pertaining to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:____Name of Firm:____Address:____

Form FIN-2: Summary of Costs

Item	Costs	
	Unit ²	Indian Rupees
I. Costs of Financial Proposal (Total of 1A+1B in Form Fin.3)	C/o	
II. GST in INR (1C in Form Fin. 3) ¹	%	
III. Total cost inclusive of all taxes (I +II)	C/o	

Note :

1. The GST shall be reimbursed separately at actual cost up on production of evidence subject to the ceiling amount as quoted above. If there is any increase or decrease in the service taxes due to change in applicable law during the currency of contract ,such additional or reduced cost shall be paid by or credited to the Client.
2. C/o means carried over from Form FIN3.
3. The consultant shall indicate the local taxes, duties, fees levies etc except GST including percentage of taxes considered in their financial proposal in a separate format.

Form FIN-3: Breakdown of Costs by Activity

1. Preparation of Detailed Feasibility Report (DFR)
A. Remuneration

Position	Name	Staff Months	Unit rate in INR per month	Amount in INR
Sub Total				

B. Reimbursable

N°	Description	Unit	Unit Cost in INR	Amount in INR
Sub Total				
TOTAL				

C. GST

Description	Indicate percentage	Amount in INR
GST in INR	%	

Note: The Remuneration & Reimbursable shall include all local taxes, duties, fees levies and other impositions except GST. The GST shall indicate the percentage applied on A&B shall be indicated and corresponding amount also be indicated in the above table. The total cost including all taxes, duties, fees levies and other imposition including GST shall be carried over in the "Form Fin-2 :Summary of cost".

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for additional services if any requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Key Professional Staff		
	Team Leader cum Strategy Expert/ Real Estate Expert	
	Senior Urban Planner	
	Senior Architect	
	Senior Market Analyst	
	Senior Financial Analyst	

Name ²	Position ³	Staff-month Rate ⁴
Local Sub-key Professional Staff		
	Architect	
	Environment Expert	
	Market Analyst	
	CAD Expert	

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in FormTECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.
- 4 Indicate separately staff-month rate and currency for home office & fieldwork

**Form FIN-5: Breakdown of Reimbursable Expenses
(Lump-Sum)**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	International flights	Trip	
	Local Travel expenses (a) Flight (b) Train (c) Road Journey	Trip	
	Office supplies ,Use of computers, software etc	Month	
	Topo survey and other survey	Sq.m	
	Local transportation costs	Vehicle months	
	Etc.,		

¹ Delete items that are not applicable or add other items according to Paragraph Reference3.6 of the Data Sheet.

² Indicate unit cost and currency.

Section 5 – Terms of Reference

- 7. Consultancy Services for Preparation of Detailed Feasibility Report for Re-Development of 960 Flats at Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore**
- 8. Background:**

Tamil Nadu Housing Board (herein after called to as the Authority/Client) place an important role with the ideal objective of Providing “Housing for all” and is engaged in developing residential and commercial project and as part of this end over , the authority has decided to undertake the Consultancy Services for Preparation of Detailed Feasibility Report for Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore.

INTRODUCTION:

Tamil Nadu Housing Board has implemented Uppilipalayam Neighbourhood Scheme in S.F.Nos256/2 and 260/1 etc. in an extent of 27.44 acres in Uppilipalayam village in Coimbatore Corporation limit , Coimbatore District. In this scheme 240 number of Individual houses has been constructed and allotted to the general public. Balance lands are utilized for the construction of 1152 flats .The flats has been constructed in phased Manner. Out of 1152 flats, 192 flats were utilised for Tamilnadu Government Rental Housing Scheme has been demolished and handed over to the EB Department.The balance 960 Flats were allotted to the General Public which covers to an extent of 15.41 Acres.Including (2 shops and 1 nursery school to an extent of approx. 0.96 Acres of TNHB property and the same were not yet sold and at present available with TNHB after completing all development works the OSR (i.e) Roads, open spaces, parks etc., has been already handed over to the local body (i.e) Coimbatore Corporation

The Details of 960 Existing Flats:-

Sl.No	Type of Flats	Number of Flats
1	HIG	48
2	MIG	276
3	LIG	636
	TOTAL	960

EXISTING 960 FLATS PLINTH AREA DETAILS :-

Sl.No.	Type	No.of Flats	Plinth Area for 1 Flat in Sq.mt
1	HIG	36	49.06
		12	49.00
2	MIG	24	30.00
		192	35.27
		60	37.38
3	LIG	636	21.46
	Total	960	

Due to the wear and tear and improper maintenance of these flats by the allottees, at present the building is in dilapidated condition. Some of the allottees are renovated the flats by getting loans from financial institutions which is in living condition.

The allotment order were issued to the allottees and they occupied the flats from the year 1985 onwards. Some of the allottees paid the Initial deposit and Monthly Installment regularly and some paid by getting loan through financial institution. For the full cost paid allottees, the TNHB has issued sale deeds. Accordingly, 755 number of allottees received

the sale deeds from TNHB, Out of 960 allottees. Some of the allottees failed to pay the full cost. The details are as follows:

- | | | |
|--|---|-----|
| 1. Total no. of flats constructed | : | 960 |
| 2. No. of allottees received sale deed | : | 755 |
| 3. No. of flats were sale deed not issue | : | 205 |
| a) No. of flats Cancelled not
taken over possession by TNHB | : | 126 |
| b) No. of flats cancelled and taken
over with TNHB | : | 5 |
| c) Cost not paid | : | 74 |

The allottees Association approached Hon'ble Housing Minister and requested to demolish the existing dilapidated 960 flats and to re-construct the same with following five conditions.

1. All the existing allottees should be allotted in the first three floors of the proposed building.
2. At the time of vacation from the existing dilapidated flats the shifting expenditure of Rs.10,000/- should be paid to each allottees by the redevelopment.
3. For the construction period, a sum of Rs. 3000/-, Rs. 4000/-, Rs. 5000/- should be awarded by the redevelopment as rent allowance for the existing LIG, MIG & HIG allottees respectively.
4. In the proposed building flats with plinth area of 400Sq.ft., 600 Sq.ft. and 800 Sq.ft should be allotted to the existing for LIG, MIG & HIG respectively.
5. The registration charges should be borne by the redeveloper.

III. OBJECTIVE OF THE FEASIBILITY STUDY

- A. The objective is to procure transaction related advice / service, develop a revenue model, undertake a financial appraisal and assist in the bidding process and award of the Project in a manner which ensures:
1. participation by the best available firms in the bidding process;
 2. maximization of revenue potential of the Project;
- B. Ensuring redevelopment of the Housing Complex including provision of world class infrastructure / facilities in line with market potential of the Project. To establish the technical, economical, and financial viability of the Project and prepare feasibility report, detailed project report, to engage in various pre-construction activities such as handover of vacant possession of the Housing Complex and other relevant activities that may be useful for the execution of the Project.
- C. To provide quality Flats either under PPP model or JV model.
- D. To provide newly reconstructed apartments to the existing owners as per the agreement reached between the owners and the Authority) at no extra cost to the owners of the apartments.
- E. Monetary compensation if any to the existing owners as per the demand raised by the allottees association as stated above should be included in the Proposed project cost**
- F. Assist in relocation of the existing owners / occupants by paying an agreed monthly rental by the Authority for an agreed period between the Authority and the owners of apartments till the newly redeveloped apartments are ready for occupation.
- G. Construction of the apartments that are vastu compliant by the Authority as per the agreed size and building plan with the Owners' Association either via JV or PPP model as suggested by the TA, and as agreed to between the Owners' Association and the Authority.
- H. The Authority should get appropriate value for undertaking this Project in the interest of the existing owners / prospective new owners / public interest. compensation or revenue from the revitalized apartments, as per the agreed structuring for the Project suggested by the TA.
- I. To meet the growing demands of residential space in an environmentally sustainable manner in the Project area along with green building certification by IFC-EDGE, GRIHA, ECBC, IGBC, LEED India or any other equivalent. The TA shall decide which of the above certifications shall be best suited to the Project. The

green features may include sewage treatment plant (STP), water recycling, rainwater harvesting, implementing water policy, use of renewable energy for common services, establishing solar panels, bio-gas plant(s), etc.

J. To enhance the surroundings with greenery, landscaping and pleasing aesthetics.

K. To ensure that the proposed redevelopment and its operation shall be financially sustainable.

L. To identify, suggest and evaluate environmental and social impacts expected during the construction and operational phases;

M. To develop mitigation measures so as to minimize pollution, environmental disturbance and nuisance during construction and operational phases;

N. To identify all possible risks (including actual and potential risks) associated with the Project.

O. The study shall be based on but not limited to the detailed primary market survey, Demand study & analysis, perception study, Competition landscape, appropriate architectural master plan & concept, SWOT analysis, Risk evaluation & mitigation strategy, Structuring of the project, Model of development and then operation, Branding & Leasing strategy, Costing & financial analysis and evolving procurement strategy for appointing private developers etc.

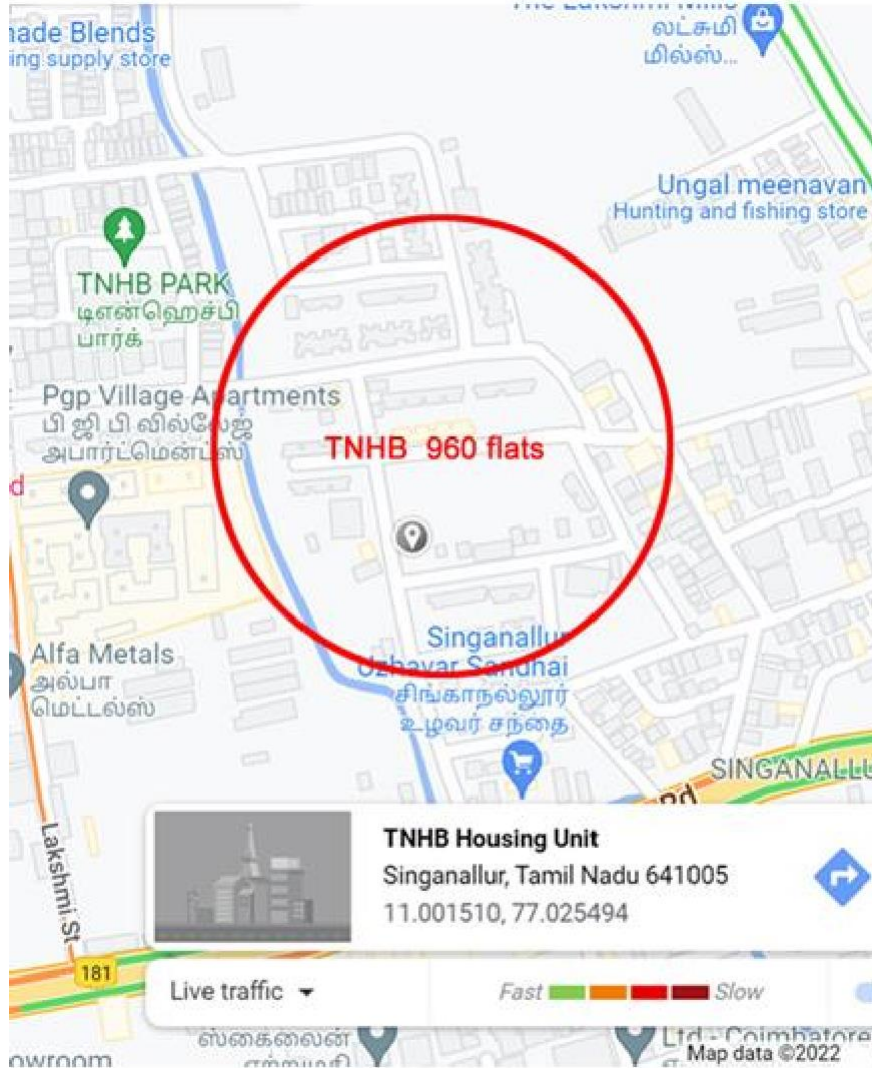
IV. PROJECT DESCRIPTION

A Project Location

The proposed site of the Project is planned at plot bearing survey no. 256/2 and 260/1 etc., of Uppilipalayam, (Near UzhavarSandhaiSinganallur) Coimbatore - 641005, Tamil Nadu. The proposed Project is located abutting to the Trichy main road and just 0.5 Km away from the Singanallur Bus stand and is bounded by Private land S.F No 256/1 in the North, Private builtups S.F Nos 259, 248 etc., in the East and west respectively and Trichy Highway in the South. The proposed Project is planned in the plot at measuring approximately 62,362 m² area.

The location map and Existing Layout indicating proposed Project is depicted in **Figure 1**.

Figure 1 Location Map and Existing Layout



B. Land Use:

The proposed Project plot is of irregular shape. The land is situated in residential Zone.

1. Extent of the land parcel

The Project will be redeveloped on the land comprising about _____ m² area.

2. Built-up area

The total built up area of the Project is _____ m². Total construction area is around _____ m² area. The FSI and Non FSI area details are given in Table 1.

Table 1 FSI and Non FSI Area Details

S.No.	Description	Area
1.	Proposed FSI	[●]
2.	Non FSI Area	[●]
3.	Construction Area	[●]

C. Project Infrastructure and its Utilities Planned

The proposed Project will also involve redevelopment of building/structures, access roads, drains and sewer connections. The Project shall envisage alternative access to the main roads to the residents of the tenements located in the adjoining land of the proposed redevelopment property. The Project is proposed to be located on a Flat terrain. The utilities and recreational facilities tentatively planned in proposed Project include [●] (for e.g., landscaped garden). The other infrastructure facilities tentatively planned for the proposed Project are highlighted below:

S.No.	Particulars	Nos/Units
1.	Total Plot Area	[●]
2.	Proposed FSI	[●]
3.	Non FSI	[●]
4.	Total Construction Area	[●]
5.	Number of Towers	[●]

6.	Number of Apartments	[●]
7.	Sewage Treatment Plant	[●]
8.	Total Solid Waste	[●]
9.	Total Parking Provided	[●]
10.	Other common facilities area	[●]

The TA shall be responsible for coordinating with the Authority and the various technical, financial and legal consultants in ascertaining and finalising the objectives required to be included in the conclusion of the Project and incorporating the same in the proposed Bid Documents for the Project.

9. Development plan & About the Project Sites:

Consultancy Services for Preparation of Detailed Feasibility Report for Re-Development of 960 Flats At Uppilpalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore

Under this arrangement, the appointed consultant would be expected to work in close coordination with TNHB and its associates in this project. TNHB invites proposals from interested and qualified consultancy firms with relevant experience of providing consultancy services for preparation of Detailed Feasibility Reports in similar projects.

10. Vision of the Project

The vision & Objective for the proposed TNHB is to

1. Create a Cluster of residential flats within a single location-Large floor plate, medium and smaller floor plates and other support services
2. Build synergy with government's other infrastructure initiatives like in Chennai and other metro cities and a new landmark, rejuvenation of singanallur in Coimbatore
3. Show case it as the model for redevelopment of Residential Flats
4. A futuristic project with world class amenities and specifications, certifications, etc. and create this as iconic integrated development with features to promote residential flats

11. TIME SCHEDULE AND REPORTS TIME PERIOD FOR THE SERVICES

1. The time period envisaged for the preparation of the Detailed Feasibility Report (DFR) is 3(three) months. The final reports, drawings and documentation shall be completed within this

time schedule.

2. The Client 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 15 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 Client, to be eligible for payment for any part of the next activity.

12. REPORTS

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

- (a) Inception Report
- (b) Interim Report
- (c) Draft Detailed Feasibility Report
- (d) Final Detailed Feasibility Report

Inception Report (4copies)

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

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

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

Interim Repot (4copies)

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

Draft Detailed Feasibility Report (4copies)

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

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

Final Detailed Feasibility Report (4copies)

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

13. DATA AND SOFTWARE

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

The data can be classified as follows:

- Engineering Investigations :in MS EXCEL or any other form at which could be imported to widely used utility packages
- Surveys and Drawings :index forwarding format
- 3 D animation and walk through in CD format
- Rate Analysis: data developed on computer
- Software: CDs containing any general software which as been specifically developed for the project.

14. TERMS OF PAYMENT

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

S. No	Stage of Report	Time line	Payment* (% of consultancy contract value)
1	Submission and approval of Inception Report	15 days from the date of signing of agreement	10%
2	Submission and approval of Interim Report	45 days from the date of signing of agreement	20%
3	Submission of Draft Detailed Feasibility Report	70 days the date of signing of agreement	30%
4	Submission and approval of Final Detailed Feasibility Report	90 days from the date of signing of agreement	40%

***Note: Payment will be made as quoted in Form - Fin 2 – Summary of cost.**

- The consultant should submit 4(four) copies of there port for all the above stages along with soft copy in editable format (MS word, Excel, PDF. Auto CAD) and hardcopies of the report for review. All the pages in reports shall be printed in duplex mode except for A3pages. (Softcopy of all reports, workings ,Auto CAD drawings, etc.)
- The time allotted for the DFR is fixed and shall not be extended. For period exceeding beyond stipulated months due to failure on the part of consultant, the Consultant shall pay a penalty at the rate of 0.5% of the Contract Price per month.
- All payments shall be made on submission of invoices by the Consultant in quadruplicate for the respective stages.
- The above fees include all the costs related to carrying out the services, including over heads, taxes, duties imposed on time to time by the government.
- The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been actually deployed on the project. They have to furnish the certificate at the time of submission of their invoices to the Client.
- Consultants shall attend periodical reviews to be conducted by the clients with various departments of the government. Consultants

shall make presentations to clients and to various departments as required during various stages of the assignment.

15. PERFORMANCE SECURITY

Upon award of the contract, the Consultant shall deposit **5% of the Contract price as performance security**. The Performance security shall remain valid up to 28 days beyond the stipulated completion period. In case Time extension is granted by Client, the Consultant shall extend the period of validity of the performance security for equivalent extension period. Amount of Performance security shall be in shape of an unconditional Bank Guarantee in the prescribed format issued from an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Commercial Foreign Bank, as defined in Section 2 (e) of RBI Act 1934 read with the Second Schedule in favour of the Executive Engineer and Admn Officer, Coimbatore Housing Unit, Coimbatore – 641 012. The Bank Guarantee shall be released after satisfactory completion of the assignment.

ENCLOSURE 1
TENTATIVE MANNING
SCHEDULE
(Consultant should do a more detailed analysis and bid, giving details of their staff months without exceeding the ceiling indicated in the subtotal)

Sl. No.	Position /Designation	Preparation of Detailed Feasibility Report (3 months) –Requirement in staff months
Key Professional Staff		
1.	Team Leader cum Strategy Expert/ Real Estate Expert	
2.	Senior Urban Planner	
3.	Senior Architect	
4.	Senior Market Analyst	
5.	Senior Financial Analyst	
	Subtotal (man-months)	
Sub-key Professional Staff		
1.	Architect	
2.	Market Analyst	
3.	Environment Expert	
4.	CAD Expert	
	Subtotal (man-months)	

Notes:

1. The staff month indicated for key professional is indicative only. The consultant may modify the staff months without exceeding the key staff & sub key staff total ceiling individually.
2. Consultant may optimize their staff months by suitably staggering and overlapping the key persons and sub-key persons as required in the TOR.
3. The Consultant shall provide a certificate, at the time of submission of their invoices, that all Professional Staff as specified in the Contract have been actually deployed in the project.
4. The Consultant shall submit the CV so fall Key Professional Staff for evaluation of the Technical Proposal.

5. The CVs of the Sub- Key Professional Staff shall be submitted for the Client's approval prior to deployment.
6. One of the key professional insl.no.2 & 3 shall be nominated as Deputy Team Leader and He/ She shall deliver the duties of the Team Leader during his absence.
7. The Key Specialists will be supported by a group of Engineers and other sub-key personnel so as to be able to complete all services in the ToR to a satisfactory level.

ENCLOSURE 2

QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL STAFF

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

KEY PROFESSIONAL STAFF

Team Leader Cum Strategy Expert/Real Estate Expert

I	Educational Qualification	
	Essential	Graduate in any discipline
II	Essential Experience	
	a) Total professional experience	20 years
	b) Experience in Similar work	12 years of experience in commercial real estate and industrial real estate, architecture, real estate management, real estate investments, land use planning, real estate brokerage, real estate finance, and other related areas of litigation.
	c) Experience in similar position	5 years
III	Age Limit	Not exceeding 60 years on the date of submission of Proposal

Senior Urban Planner

I	Educational Qualification	
	Essential	Post graduate in Urban/Town Planning
II	Essential Experience	
	a) Total professional experience	Min. 15 years

	b) Experience in Similar work	Min. 10 years' experience in preparation of development plans/schemes, sector plans, model village/town plans, land pooling, land management, & reconstitution & rehabilitation scheme(s) for development of commercial & housing colonies, sound knowledge in urban development issue including national & international experience
	c) Experience in similar position	Min. 5 years
III	Age Limit	Not exceeding 60 years on the date of submission of Proposal

Senior Architect

I	Educational Qualification	
	Essential	Graduate in Architecture
II	Essential Experience	
	a) Total professional experience	Min. 15 years
	b) Experience in Similar work	Min. 10 years' experience in similar work particularly development of commercial building, architectural design for high-rise building in Commercial structures including common property developments. Should have led the team for 3 international integrated office cum commercial high-rise complex projects with size not less 5 lakhs sq.ft built up area each.
	c) Experience in similar position	Min. 5 years
III	Age Limit	Not exceeding 60 years on the date of submission of Proposal

Senior Market Analyst

I	Educational Qualification	
	Essential	Any degree with MBA
II	Essential Experience	
	a) Total professional experience	Min. 15 years

	b) Experience in Similar work	Min. 10 years' experience in similar work particularly development of commercial building including common property developments with national & international experience
	c) Experience in similar position	Min. 5 years
III	Age Limit	Not exceeding 60 years on the date of submission of Proposal

Senior Financial Analyst

I	Educational Qualification	
	Essential	Essential Graduate in CA or equivalent/ MBA in Finance
II	Essential Experience	
	a) Total professional experience	Min. 10 years
	b) Experience in Similar work	Min. 7 years' experience as Finance Expert having Sound knowledge of urban development issues in Commercial infrastructure projects and understanding of PPP, preparation of revenue model and urban governance issues (legal, institutional and organizational).
III	Age Limit	Not exceeding 60 years on the date of submission of Proposal

SUB-KEY PROFESSIONAL STAFF

Architect

I	Educational Qualification	
	Essential	Graduate in Architecture
II	Essential Experience	
	a) Total professional experience	Min. 8 years
	b) Experience in Similar work	Min. 5 years' experience in similar work particularly development of commercial building, architectural design for high-rise building in Commercial structures including common property developments with national & international experience

III	Age Limit	Not exceeding 50 years on the date of submission of Proposal
-----	-----------	--

Market Analyst

I	Educational Qualification	
	Essential	Any degree with MBA
II	Essential Experience	
	a) Total professional experience	Min. 8 years
	b) Experience in Similar work	Min. 5 years' experience in similar work particularly development of commercial building including common property developments with national & international experience
III	Age Limit	Not exceeding 50 years on the date of submission of Proposal

Environmental Expert

I	Educational Qualification	
	Essential	Post Graduate in Environmental Engineering
II	Essential Experience	
	a) Total professional experience	Min. 8 years
	b) Experience in Similar work	Min. 5 years' experience in project preparation of Environmental Impact Assessment and Environmental Management Plan and experience in landscaping
III	Age Limit	Not exceeding 50 years on the date of submission of Proposal

CAD Expert

I	Educational Qualification	
	Essential	Diploma in Auto CAD (Civil)
II	Essential Experience	
	a) Total professional experience	Min. 8 years
	b) Experience in Similar works	Min. 5 years' experience in drafting civil drawings using Auto CAD (adopting latest technology)
III	Age Limit	Not exceeding 50 years on the date of submission of Proposal

Section 6. Form of Contract**CONTRACT FOR CONSULTANTS' SERVICES****LUMP-SUM**

between

TAMIL NADU HOUSING BOARD

and

[name of the Consultant]

Dated:_____

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I. Form of Contract Lumpsum

This CONTRACT for the Consultancy Services for Preparation of Detailed Feasibility Report for the Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *Tamil Nadu Housing Board* (here in after called the“ Client”) and, on the other hand, *[name of Consultant]* (here in after called the“ Consultant”).

[Note: *If the Consultant consists of more than one entity, the above should be partially amended to read as follows:“...(here in after called the“ Client”)and, on the other hand, a joint venture/ consortium /association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely,*[name of Consultant]* and *[name of Consultant]*(here in after called the“ Consultant”).]*

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the“ Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set for thin this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to and under order of priority shall be deemed to form an integral part of this Contract:
 - (a) The Special Conditions of Contract;
 - (b) The General Conditions of Contract;
 - (c) The following Appendices: **[Note:** *If any of these Appendices are not used, the words“ Not Used ”should be inserted be low next to the title of the Appendix]*

Appendix A: Description of Services Appendix B: Reporting Requirements Appendix C: Key Personnel

Appendix D: Not used

Appendix E: Breakdown of Contract Price in Local

Currency Appendix F: Services and Facilities Provided

by the Client Appendix G: Form of Performance

Security

2. The mutual rights and obligations of the Client and the Consultants shall be set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative] [name of member]

[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT

<p>1.GENERAL PROVISIONS</p> <p>Definitions</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) "Applicable Law" means the laws and any other instrument shoving the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SCC),as they may be issued and in force from time to time. (b) "Consultant"/"Applicant"/"Firm" means any private or public entity that will provide the Services to the Client under the Contract. (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GCC), the Special Conditions (SCC), and the Appendices. (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause6; (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC2.1. (f) "Foreign Currency" means any currency other than the currency of the Client's country. (g) "GCC" means these General Conditions of Contract. (h) "Government" means the Government of India (GOI) and the Government of Tamil Nadu (GOTN).. (i) "Local Currency" means Indian Rupees. (j) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities. (k) "Party" means the Client or the Consultant ,as the case may be, and "Parties" means both of them. (l) "Personnel" means persons hired by the Consultant and assigned to the performance of the Services or any part thereof. (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented. (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A here to.. (o) "In writing" means communicated in written form.
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1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Indian Contract Act and other Applicable Laws.
1.3 Language	This Contract has been executed in English, as specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	<p>Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SCC.</p>
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
1.6 Authority of Member in Charge	In case the Consultant consist so far joint venture / consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
1.8 Taxes and Duties	The Consultant and their Personnel shall pay such in direct taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.
1.9 Fraud and Corruption	<p>If the Client determines that the Consultant and/or its Personnel, sub- contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub- Clause 2.6.1(c).</p> <p>Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive</p>

	practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.
1.9.1 Definitions	<p>For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) “obstructive practice” is <ul style="list-style-type: none"> (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under Clause 3.8
1.9.2 Measures to be taken	<ul style="list-style-type: none"> (vi) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Client contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client contract;
1.9.3 Commissions and fees	<p>The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC
2.3 Expiration of contract	Unless terminated earlier pursuant to Clause GCC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
2.4 Modifications of Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services ,may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party
Force Majeure Definition	<p>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.</p> <p>Force Majeure shall not include(i)any event which is caused by the negligence or intentional action of a Consultant or such Consultant's Experts,or agents or employees ,nor(ii)any event which a diligent Consultant 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 to fits obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.</p>
2.5.2 No breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event(a)has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall ,pursuant to this Contract, complete any action or task, shall be xtended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or any other reasons, which the client agrees.
2.5.4 Payments	During the period of their inability to perform the Services as a result

	of an event of Force Majeure ,the Consultant shall be titled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
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Termination By the Client	<p>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 GCC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing. (b) If the Consultant becomes insolvent or bankrupt. (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) 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 comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.
2.6.2 By the Consultant	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:</p> <ul style="list-style-type: none"> (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) 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) days. (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.
2.6.3 Payment Upon Termination	<p>Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of

	any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of there turn travel of the Foreign Personnel and their eligible dependents.
3. OBLIGATIONS OF THE CONSULTANT	
General Standard of Performance	The Consultant shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy ,in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safe guard the Client's legitimate interests in any dealings with third Parties.
3.2 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.
3.2.1 Consultants not to Benefit from Commis- sions, Discounts, etc.	The payment of the Consultant pursuant to Clause GCC6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	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 consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.2 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnels hall 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 Personnel make public the recommendations formulated in the course of, or as a result of,

	the Services and rights of drawings, reports, etc., lies with the Client.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain,, a town cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage ,as shall be specified in the SCC; and (b) at the Client's request ,shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and (c) any other action that may be specified in the SCC.
3.6 Reporting obligations	(a) The Consultant shall submit to the Client the reports an documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in appropriate softcopy in addition to the hard copies specified in said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the Client	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, de live all such documents to the Client, together with a detailed inventory thereof. (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC. (c) The Client has full rights for reproduction of documents.
3.8 Accounting, Inspection and Auditing	The Consultants hall keep,, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form an detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services ,and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The

	Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination.
4. CONSULTANT'S PERSONNEL	
4.1 Description of Personnel	The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.
4.2 Removal and/or Replacement of Personnel	<p>(a) 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.</p> <p>(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, 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.</p> <p>(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. OBLIGATIONS OF THE CLIENT	
5.1 Assistance and Exemptions	The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SCC
5.2 Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be

	increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.
6. PAYMENTS TO THE CONSULTANT	
6.1 Lump-Sum Payment	The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
6.2 Contract Price	The price payable in local currency (INR) and foreign currency is set forth in the SCC.
6.3 Payment for additional services	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a break down of the lump-sum price is provided in Appendices D and E. Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC.
6.4 Terms and conditions of payment	The payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
7. Good faith Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
8. SETTLEMENT OF DISPUTES	
8.1 Amicable settlement	The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
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III. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "in India"
1.3	The language is English
1.4.1	<p>The addresses are:</p> <p>Client : Tamil Nadu Housing Board / Salem Circle @ Coimbatore</p> <p>Attention : The Superintending Engineer Officer Tele/fax: 044-2456606 E-mail : sesctnhb@yahoo.in</p> <p>Consultant: _____</p> <p>Attention: _____ Facsimile: _____</p> <p>E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p>Note: If the Consultant consists of a joint venture /consortium /association of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SCC1.8 should be deleted from the SCC</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: The Superintending Engineer Officer or Authorized representative of TNHB</p> <p>for the Consultant: _____</p>

1.8	<p>The Consultant, and their Personnel shall pay all direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) Any payments what so ever made to the Consultant, and the Personnel in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the India by the Consultant for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the India by the Consultant, or the Personnel,
	<p>Or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the India, provided that:</p>
	<ul style="list-style-type: none"> (1) the Consultant and Personnel ,and their eligible dependents, shall follow the usual customs procedures of the India in importing property into the India; and (2) if the Consultant or Personnel ,or their eligible dependents, do not withdraw but dispose of any property in the India upon which customs duties and taxes have been exempted, the Consultant, or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the India, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the India. <p>The amount of all direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Law which is deemed to have been included in the Contract Price. The Client shall pay the GST to the Consultant as quoted in the financial proposal, under the Applicable Law.</p>
2.1	The contract become effective on the date of signing of contract
2.2	The date for the commencement of Services is <i>the date signing of agreement.</i>
2.3	The time period shall be 3 (Three) months

3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 and its subsequent amendment if any, in respect of motor vehicles operated in India by the Consultant or its Personnel; (b) Third Party liability insurance, with a minimum coverage of INR 5,00,000 [<i>Indian Rupees Five Lakhs</i>]; (c) professional liability insurance, with a minimum coverage <i>equal to estimated remuneration and reimbursable</i>; (d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant, 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; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.5 (c)	Not used
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	Not used
5.2	Only applicable to taxes indicated by the consultant in their financial proposal and new taxes which may not exist at the time of submission of proposals.
6.2(b)	<u>The amount in INR</u>
6.4	<p>The accounts are:</p> <p>For local currency: [<i>insert account</i>]</p> <p>Payments shall be made according to the schedule contained in the Terms of Reference – clause 5:</p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Nomination of Arbitrators:</u> Each dispute submitted by a Party to Arbitration/Arbitration Panel composed of three Arbitrators in accordance with the following provisions: <ul style="list-style-type: none"> (a) Matters to be arbitrated upon shall be referred to a Sole Arbitrator where the total value of the claims in the dispute does not exceed Indian Rs.15 lakhs. Beyond the above limits, there shall be an Arbitration Panel comprising of three Arbitrators.

	<p>(b) In case of sole Arbitrator, the Client shall prepared a Panel of three Engineers or Experts with the requisite qualifications or professional experience relevant to the field to which the dispute relates, out of which the Consultant will chose one, who will be appointed as the Sole Arbitrator.</p> <p>(c) For forming the Arbitration Panel, the Client shall make out a panel of five Engineers or Experts with therequisite qualifications or professional experience relevant to the field to which the dispute relates. The Client and Consultant shall chose one Arbitrator each from the above panel and two so chosen, shall chose the third Arbitrator from the above panel only, who will act as the 'Presiding Arbitrator" of the Arbitration Panel.</p> <p>(d) In both cases (b) and (c) above, the panel will be of serving or retired Engineers/Experts of Government Departments or Public Sector Undertakings, residing in India only.</p> <p>(e) If, in dispute subject to (b) and (c) above, Clause 8.2 of SCC, the Consultant fails to choose the Arbitrator within thirty (30) days after the Client has nominated the Panel, the Client may apply to the Indian Council of Arbitration, New Delhi, to nominate an</p>
	<p>Arbitrator from the same panel of Arbitrators given by the Client for the matter in dispute.</p> <p>(f) If, in a dispute subject to (c) above, Clause 8.2 of SCC, the two chosen Arbitrators fail to appoint third Arbitrator within thirty (30) days after they have been appointed ,the Client may apply to the Indian Council of Arbitration, New Delhi, to nominate the third Arbitrator from the same panel of Arbitrators given by the Client for the matter in dispute.</p> <p>2. Rules of Procedures. Arbitration Proceedings shall be conducted in accordance with procedures of the Arbitration & conciliation Act 1996 of India as amended from time to time including provisions in force at the time the reference is made.</p> <p>3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. Miscellaneous. In any arbitration proceeding here under:</p> <p>(a) proceedings shall be held in Chennai only;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the Arbitration Award shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties here by waive any objections to or claim so firm unity in respect of such enforcement.</p> <p>5. Making of Award: The Arbitrator(s) shall always give item-wise and reasoned award sir respective of the value of claim(s)in the dispute in all cases.</p> <p>6. Payment to Arbitrator: The amount payable per arbitrator in arbitration case shall be as per Arbitration council rules and procedures.</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL

Note: List under:

Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work in the Government's country, and estimated staff-months for each.

APPENDIX D- BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the break down of the lump-sum price- local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Other expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to made available to the Consultant by the Client.

APPENDIX G - FORM OF PERFORMANCE SECURITY

Form Attached in Annexure 2

2. If the Consultant refuses to accept the corrections of errors in his Proposal, or

3. If the consultant fails to confirm the availability of professional staff as per clause 6.4 of Instruction to Consultants, or
4. If the Consultant having been notified of the acceptance of his Proposal by the Client during the Proposal Validity period:
 - a. Fails or refuses to furnish the Performance Security within the time limit specified in RFP Documents, and/or
 - b. Fails or refuses to enter into a Contract within the time limit specified in the RFP Documents,

We undertake to pay to the Client up to the above amount upon receipt to this first written demand, without the Client having to substantiate his demand provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions 1, 2, 3, 4a, and/or 4b mentioned above, specifying the occurred condition or conditions.

Dated this day of 2022 at

Signature of Authorized Official of the Bank:

.....
Signature of Witness

.....
Name of Official

.....
Name of Witness

.....
Designation

.....
Address of Witness

STAMP/SEAL OF BANK

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the Bank Guarantee.
2. The Bank Guarantee shall be from a Bank acceptable to Client as mentioned in the Key Details.

Annexure 2
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Paragraph 7.1 of "Instructions to Consultant" and Paragraph 6 of Terms of Reference)

1. This deed of Guarantee made this day of _____ between Bank of _____

(here in after called the "Bank") of the one part, and Tamil Nadu Housing Board (here in after called "the Client") of the other part.

Whereas Tamil Nadu Housing Board, has awarded the Consultancy Services for Preparation of Detailed Feasibility Report Re-Development of 960 Flats At Uppilipalayam (Singanallur) in S.F. No 256/2 and 260/1 Pt & Other Nos at Coimbatore (here in after called the Contract) to _____ (Name of the Consultant) hereinafter called the Consultant.

2. AND WHEREAS the Consultant is bound by the said Contract to submit to the Client a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

3. Now we the Undersigned _____ (Full Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Client the full amount of Rs. _____ (Amount in figures and Words) as stated above.

4. After the Consultant has signed the aforementioned Contract with the Client, the Bank is engaged to pay the Client, any amount up to and inclusive of the a fore mentioned full amount up on written order from the Client to in demnify the Client for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the consultancy services under the Contract mentioned above ,whether these defects or short comings or debts are actual or estimated or expected. The Bank will deliver the money required by the Client immediately on demand without delay and demur and without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to the Client any money so demanded notwithstanding any dispute/dis putes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitration relating thereto and the liability under this Guarantee shall be absolute and unequivocal.

6 This Guarantee is valid until..... (The period for which this Guarantee will be valid must be for at least Twenty Eight (28) days longer than the anticipated date of completion of Defects Liability Period.)

7. At any time during the period in which this Guarantee is still valid, if the Client agrees to grant a time extension to the Consultant or if the Consultant fails to complete the services within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Paragraph 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Client and at the cost of the Consultant.