

**Tamil Nadu Tourism Development Corporation Ltd.
(TTDC)**

No. 2 Wallajah Road, Chennai – 600 002, Tamil Nadu



Tender Reference No. 2223/Engg/2022, Dated 20-07-2022

**Request For Proposal for Preparation of Detailed Master Plan
and Project Management Consultant for development of
Spiritual and Cultural Eco Park in ECR, Tamil Nadu**

Date of Release of RFP	20-7-2022 (<i>Wednesday</i>)
Pre-bid Meeting	01-8-2022 at 11:30 AM (<i>Monday</i>)
Proposal Due Date	22-8-2022 before 3:00 pm (<i>Monday</i>)
Opening of the Technical Proposal	22-8-2022 at 4:30 pm

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1 Introduction

1.1 Background

- 1.1.1 Tamil Nadu is a treasure trove of temples, with a healthy tapestry of heritage and architecture, making the state an immensely popular Spiritual Tourism Destination. In addition, the vast coastline offers the inherent potential for development of Waterfront Destinations. There is ample scope for integrating these segments through novel and innovative tourism products by combining spirituality, culture technology, and entertainment.
- 1.1.2 The Hindu Religious and Charitable Endowments Department (HRCE) of Tamil Nadu in association with the Department of Tourism intends to develop a 'Spiritual and Cultural Eco-Park' in the 223 acres of land belonging to HRCE Department located at ECR, Tamil Nadu.
- 1.1.3 Tamil Nadu Tourism Development Corporation (TTDC) was incorporated in 1971 with the main object of promoting tourism in Tamil Nadu by building tourism related infrastructure on commercial basis.
- 1.1.4 TTDC intends to undertake process for procurement of an architectural consultant with relevant expertise in Preparation of a Master plan and project management consultants for development of the Spiritual and Cultural Eco- Park, a recreational landscape consisting of various attractions. The broad project concept may include:
- Creating active, leisure spaces overlooking the Waterfront – cottages, food court, view tower etc.
 - Providing public accessibility to the Waterfront in the form of walkways, waterways, cycle trails etc.
 - Promoting activities and other entertainment avenues like
 - Heritage and culture based eco-parks
 - Beach Front Activities (Boating, rides etc.)
 - Activity Zones for Kids and Adults
 - Glow Parks
 - Themed Sculptures
 - Souvenir Shops
 - Open air theatres

- Cultural Haat
- Event space for conducting various events
- Food court

1.1.5 The project will be funded by the Government of TN and the projects may be executed in phases on an EPC + O&M model.

1.1.6 Now, it is envisaged that the Authority will carry out the process for selection of a Consultant for preparation of detailed Master plan and project management consultancy for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu. The Consultant shall execute this assignment in accordance with the **Terms of Reference** (the “**TOR**”) as per the Section 4 of this RFP.

1.2 Request for Proposal

The Authority invites proposals (the “Proposals”) for selection of a Consultant (the “Consultant”) who shall prepare detailed Master plan and provide project management consultancy for development of Spiritual and cultural Eco-Park. The assignment shall inter-alia include the following broad scope of work –

- Collection and review of available data - land records, environment clearance, etc. if any
- Site Analysis, Field surveys and Investigations etc.
- Preparation of 3 (three) concept Master plans for the project site.
- Preparation of detailed Master plan with suitable zoning and associated infrastructure plan
- Study of special requirements like heritage and culture based eco-parks, open-air theatres, landscaping, parking areas, general entrainment zones and children’s play area, glow parks, food courts, cultural haat, beach front Activities, Adventure Sports facility etc.
- Study of Internal & External Infrastructure (Roads, Water, Sewerage, Storm Water, Power, Solid Waste Management)
- Listing of all project clearances from the statutory authorities and timelines required

The scope of work detailed above is in conformity with the TOR (collectively the “Consultancy”). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Section 1.8 of this RFP

1.4 Release of RFP Document

1.4.1 The RFP document will be made available in the website of TTDC (<http://www.tamilnadutourism.org/tender.html>) and Tamil Nadu Tenders Website (www.tenders.tn.gov.in) from the date of publication of RFP notification in the newspapers.

1.4.2 The Proposal should be accompanied by a Bid Processing Fee to the value of **INR 23,600** (INR 20,000 + 9% CGST + 9% SGST) in the form of a Demand Draft only drawn on any Indian

Nationalized/Scheduled Commercial Bank in favour of **“Tamil Nadu Tourism Development Corporation Ltd.”**, payable at Chennai. It is a non-refundable payment. The Applicant can alternatively pay Bid Processing Fee online through NEFT/RTGS mode. In case of payment through NEFT/RTGS, a letter stating the same with proof of payment in form of relevant bank statement and signed by the authorized signatory shall be provided.

1.4.3 Bank accounts details for payment of Bid Processing Fee via online mode:

Beneficiary Name	Tamil Nadu Tourism Development Corporation Ltd.
Name of the Bank	INDIAN BANK
Address of the Bank	No. 42, Anna Salai, Chennai - 2
Branch	
Account No.	475342546
IFSC Code	IDIB000A089 (I D I B Zero Zero Zero A Zero Eight Nine)

- 1.4.4 The proof of successful transactions shall be included as part of the technical proposal and also mailed to - pe.ttdc@gmail.com & ttdc.chennai@gmail.com

1.5 Validity of the Proposal

The Proposal shall be valid for a period 90 days from the Proposal Due Date (the “PDD”)

1.6 Brief Description of the Selection Process

- 1.6.1 The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.
- 1.6.2 In the first stage, a technical evaluation will be carried out as specified in Section 2.12.5. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Section 2.12.6 In the second stage, a financial evaluation will be carried out as specified in Section 2.12.8. Proposals will finally be ranked according to their combined technical and financial scores as specified in Section 2.12.9.
- 1.6.3 The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Schedule of Selection Process

The following schedule will be followed as given below:

#	Event Description	Date
1.	Last date for receiving queries/clarifications	29-7-2022
2.	Pre-Bid Meeting	01-8-2022 at 11:30 AM
3.	Authority Responses to queries	08-8-2022
4.	Proposal Due Date (PDD)	22-8-2022 by 3:00 PM
5.	Opening of Proposals	22-8-2022 by 4:30 PM

1.8 Pre-Bid Meeting/Pre-Proposal Conference

- 1.8.1 The Pre-Bid meeting shall be conducted on 01-8-2022 at 11:30 pm at the conference hall of Tamil Nadu Tourism Development Corporation.
- 1.8.2 The Applicants shall confirm their participation in the pre-bid meeting by sending their participants details and queries to pe.ttdc@gmail.com at least two days prior to the date of pre-bid meeting. Only 2 members from each firm shall be permitted to attend the meeting. For applicants opting to attend the meeting virtually, the link for the VC shall be shared in response to the mail from the Applicant.

1.9 Communications

All communications including the proposal shall be addressed to “The Managing Director, Tamil Nadu Tourism Development Corporation, Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002”

2 Instructions to Applicants

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process **only in individual capacity (the “Sole Firm”)** in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted as per the **Annexures I to X** and the Financial Proposal shall be submitted as per the **Annexures XI and XII**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at **Annexure XIII -Form of Agreement**.

2.2 Clarifications Requested by Applicants

- 2.2.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Section 1.7 of the RFP. The subject of such envelope/emails shall clearly bear the following identification:

"Queries concerning RFP for (name of Assignment)"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all

such queries on the Official Website without identifying the source of queries.

- 2.2.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.2 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.3 Amendment of RFP

- 2.3.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum and posting it on the Official Website and by conveying the same to the prospective Applicants by e-mail.
- 2.3.2 All such amendments will be binding on all Applicants.
- 2.3.3 The Authority may, in its sole discretion, extend the Proposal Due Date to provide the Applicants a reasonable time for taking an amendment into account

2.4 Minimum Eligibility Criteria

- 2.4.1 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

#	Minimum Eligibility	Documentary Proof
a.	A Single Applicant should be a registered legal entity in India and should be in existence for more than 15 years.	Copy of the Registration Certificate/ Incorporation Certificate
b.	<p>Technical Capacity: The Applicant should have experience of completing at least Two Eligible Assignment in the last 10 years from the Proposal Due Date.</p> <p>An Eligible assignment is defined as – “Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects”</p> <p>*Technical Eligibility can be met by the Parent Company of the Applicant firm.</p> <p>Parent Company’s experience can be considered only if the Parent Company has a minimum 51% shareholding in the Applicant firm. Relevant proof on the shareholding pattern shall be shared.</p>	<p>Copy of Work Order / Contract Agreement</p> <p>and</p> <p>Completion Certificate from Client or Certificate from Statutory Auditor indicating the fees received.</p> <p>In case the Applicant doesn’t have a Statutory Auditor, it shall provide a requisite certificate from the Chartered Accountant who usually audits annual accounts of the Applicant.</p>
c.	Financial Capacity: The Applicant should have an Average Annual Turnover from consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 1 (One) Crores for any three of the past five audited financial years i.e. from FY 2017-18 to FY 2021-22.	Certificate(s) from its Statutory Auditors stating its turnover from consultancy and advisory services (excluding tax, audit and IT

#	Minimum Eligibility	Documentary Proof
	<p>*The turnover eligibility can also be met by the parent company of the Applicant Firm. If the turnover criteria above is met by the Parent Company, then the Applicant should have minimum Average Annual Turnover from consultancy and advisory services (excluding tax, audit and IT implementation services) of INR 1 (One) Crores for the past three audited financial years i.e. FY 2017-18, FY 2018-19, FY 2019-20.</p> <p>Parent Company's turnover can be considered only if the Parent Company has a minimum 51% shareholding in the Applicant firm. Relevant proof on the shareholding pattern shall be shared.</p> <p>*If the value is in currency other than INR, the same shall be converted to INR as per the exchange rate as on the date of tender notice and the same shall be provided along with the proof of the exchange rate used.</p>	implementation services)
d.	The Applicant should not have been blacklisted by any Central Government/State Government Agency/Corporation/Establishment/Institution and if any such bar subsists at the time of submission of the Proposal, such Applicant shall be considered ineligible for this Proposal.	Notarized Self-Certification
e.	An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate both in India and Abroad.	Notarized Self-Certification

2.5 Minimum Eligibility of Key Personnel

2.5.1 Each of the Key Personnel must fulfil the conditions given below for making the Applicant eligible for the stage of evaluation:

#	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Assignments
a.	Team Leader	Master in Engineering / Planning	Minimum 15 years post Education Qualification	Should have led at least 1 assignment in leadership capacity in Eligible Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)

b.	Infrastructure Planner	Master in Infrastructure Planning / Engineering	Minimum 10 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an Infrastructure Planning Expert. (Eligible assignment is defined in Clause (b) of Section 2.4.1)
c.	Landscape Expert	Master in Landscape Architecture/ Landscape design or equivalent	Minimum 5 years post Education Qualification	Should have worked on a minimum of 1 eligible assignment with experience as an landscape designer in Eligible Assignments. (Eligible assignment is defined in Clause (b) of Section 2.4.1)
d.	Architect	Bachelor in Architecture and registered with COA for atleast 5 years	Minimum 5 years post Education Qualification	Should have experience as an architect for a minimum of 1 eligible assignment (Eligible assignment is defined in Clause (b) of Section 2.4.1)
e.	Construction Manager	Bachelor in Civil Engineering	Minimum 7 years post Education Qualification	Should have experience of construction supervision in infrastructure projects/ buildings construction

2.5.2 If the Applicant's proposed Team Leader or any Two Experts (as in section (b), (c), (d)) doesn't comply with the minimum eligibility mentioned above, the Applicant shall be considered as ineligible. Among other experts, if only one of them does not comply with the minimum eligibility, such personnel shall be awarded zero marks for evaluation and if the Applicant becomes a Selected Applicant, the corresponding expert shall have to be replaced with an equivalent or better key personnel who complies with the minimum eligibility criteria.

2.5.3 For project experience of Key Personnel, projects which are completed or in progress will be considered.

2.5.4 The experience shall be duly endorsed by the respective personnel and the authorized signatory of the bidder. However, the personnel/ bidder will be solely responsible for any fake information / CV, which may result in debarment/ Blacklisting.

2.5.5 CV should be signed by the respective staff member, and counter-signed by the authorized representative of the firm. Digital signature of staff is also acceptable.

2.6 Preparation of Proposal

2.6.1 **Language:** The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the

translation in English shall prevail.

2.6.2 **Format and Signing of Proposal** : The Proposal shall be signed on all pages by the Authorized Representative of the Applicant. A Power of Attorney, duly notarized by a notary public in the form specified in the Annexure IV of the RFP, shall accompany the proposal.

2.6.3 **Technical Proposal**: The Applicant shall submit the technical proposal according to the Annexures I to Annexure X of the RFP and ensure compliance with the requirements of the details required by those Annexures.

- a) The Technical Proposal shall not include any information relating to the Financial Proposal.
- b) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.6.4 **Financial Proposal**: Applicants shall submit the financial proposal in the formats at Annexure-XI & XII (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. In the event of any difference between figures and words, the lower of the two shall prevail. While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, air fare, equipment, printing of documents, surveys, technical and non-technical investigations/consultations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall consider all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs (including break down of costs) shall be expressed in INR.

2.7 Submission of Proposal

- 2.7.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.7.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, the name and address of the Applicant. It shall bear on top, the title : **RFP for Proposal for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu.**
- 2.7.3 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.7.4 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked “Technical Proposal” shall contain:
- **Original Technical Proposal** – comprising of Annexure I to Annexure X, along with signed copy of RFP and other Addenda/Corrigenda for the RFP.
 - **One Copy of the Technical Proposal**
 - **Bid Security/Earnest Money Deposit (EMD)** (Demand Draft)
 - **Bid Processing Fee** (Demand Draft or Proof of Online Payment)
 - **Soft copy of the Technical Bid in USB drive**
- 2.7.5 The envelope marked **“Financial Proposal”** shall contain the price details as per the Financial Proposal Submission Forms – Annexure XI & Annexure XII
- 2.7.6 Tender shall be submitted either by post/speed post/courier or hand delivered at “The Managing Director, Tamil Nadu Tourism Development Corporation, Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002” on or before **3:00 p.m. on 22-8-2022.**
- 2.7.7 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Proposals submitted with unsealed cover would summarily be rejected.
- 2.7.8 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the final deliverable by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.8 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.9 Modification/ substitution/ withdrawal of Proposals

- 2.9.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.9.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Section 2.7 of the RFP, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.9.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.10 Bid Security / Earnest Money Deposit (EMD)

- 2.10.1 The Applicant shall furnish as part of its Proposal, a Bid security of **INR 2,00,000** (two lakh) in the form of a Demand Draft only drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of **“Tamil Nadu Tourism Development Corporation Ltd.”**, payable at Chennai (the **“Bid Security”**), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as require. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.10.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive
- 2.10.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.10.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time
 - b) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Section 2.14.1 of the RFP.
 - c) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Section 2.14.3 and 2.15 of the RFP.

2.11 Performance Security

- 2.11.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If the Applicant engages in any of the Prohibited Practices or if the Applicant is found to have a Conflict of Interest as specified in the Clause 3.2 of the Agreement (Annexure XIII – Form of Agreement) of the RFP.
 - b) If the Selected Applicant commits a breach of the Agreement.
- 2.11.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security, which may be forfeited and appropriated in accordance with the provisions hereof.

2.12 Evaluation of the Proposal

- 2.12.1 The Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if :
- a) the Technical Proposal is received as per the Annexures I to X;
 - b) it is received within the Proposal Due Date;
 - c) it is accompanied by Bid Processing Fee (Demand Draft or Online Payment Proof);
 - d) it is accompanied by Bid Security/Earnest Money Deposit (Demand Draft);
 - e) it is signed, sealed, bound together in hard cover and marked as stipulated in Section 2.7 of the RFP;
 - f) it is accompanied by Power of Attorney as per the Annexure IV of the RFP;
 - g) it contains all the information (complete in all respects) as requested in the RFP;
 - h) it does not contain any condition or qualification;
 - i) it is not non-responsive in terms hereof.
- 2.12.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.12.3 The Authority shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 2.4, 2.5 and 2.12.9 of this RFP.
- 2.12.4 **Eligibility Check** : In this stage, the Proposal shall be checked for the minimum eligibility conditions as per Sections 2.4 and 2.5 of the RFP and identify qualified Applicants, who shall be evaluated further. A list of pre-qualified applicants shall be prepared at this stage who shall be called for a presentation as per the Section 2.13.1 of the RFP.
- 2.12.5 **Technical Proposal Evaluation:** In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, presentation on its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of **75 (seventy-five) marks or more out of 100 (one hundred)**

shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

2.12.6 **Shortlisting of Applicants :** After the technical evaluation, the Authority shall prepare a list of qualified Applicants for opening their Financial Proposals. If the number of qualified Applicants is less than two, the Authority may in its sole discretion, qualify the Applicant(s) whose technical score is less than 75 (seventy-five), the minimum prescribed, so that at least two Applicants compete for the assignment.

2.12.7 A date, time and venue will be notified to all qualified Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.12.8 **Financial Proposal Evaluation:** In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (S_F).

- a) For financial evaluation, the total cost indicated in the Financial Proposal as such in the Annexure XII shall be considered. Only for the purpose of evaluation, the % Fee quoted for the Project Management Consultancy shall be converted into absolute value (assuming the cost of infrastructure to be INR 100 Crores) and added to the Lumpsum Fee quoted for the Master Planning services. The financial value of the Proposal will be computed as follows:

Fee for Preparation of Detailed Master Plan = F_1

% Fee for Project Management Consultant = F_2

$$\text{Total Financial bid value in INR (F)} = F_1 + 100 \text{ Crores} \times F_2$$

- b) The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.
- c) The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

2.12.9 **Combined Evaluation:** Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.70** and **0.30** respectively.

2.12.10 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case

the first ranked Applicant withdraws or fails to comply with the requirements specified in this RFP.

- 2.12.11 **Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.
- 2.12.12 **Clarifications requested by Authority:** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.12.13 If an Applicant does not provide clarifications sought under Section 2.12.12 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.
- 2.12.14 **Proprietary Data:** Subject to the provisions of Section 2.12.11, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2.13 Criteria for Technical Proposal Evaluation

- 2.13.1 The Criteria for Technical Evaluation is provided below:

#	Evaluation Criteria	Sub-Criteria	Maximum Marks
1	Presentation on ➤ Preliminary Project ➤ Concept Approach & Methodology	<ul style="list-style-type: none"> Bidders shall present a project concept based on their understanding of the location and similar work they have undertaken elsewhere. Bidders may present case studies to share their suggestions. Marks shall be awarded based on the quality of approach and methodology proposed by the Applicant and their Presentation of the Preliminary Concept proposed on the project site. Eligible Applicants shall make a presentation before the Tender Scrutiny Committee of TTDC and marks shall be awarded for the presentation. Additionally, as part of the proposal, a short note on the Approach and Methodology shall be submitted as per the Annexure VIII of RFP. 	50
2	Relevant Experience of Applicant – Eligible Projects	<p>5 (five) marks for each Eligible Assignment, up to a maximum of Twenty-Five (20) marks</p> <p><i>Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a minimum area of 50 acres – completed projects</i></p>	20
3	Experience of Firm	<p>The following marks shall be provided based on the year of incorporation of the firm in India and commencement of services as per the eligible projects.</p> <p>> 30 years – 10 marks</p> <p><20 to 30 Years – 5 Marks</p> <p>< 20 Years – 2 Marks</p>	10
4	Master planning experience in International Projects with an area of at least 50 acres	<p>One completed assignment shall carry 10 (Ten) marks</p> <p>The projects showcased under S.No. 2 & 4 must be mutually exclusive.</p>	10
5	Key Personnel	<ul style="list-style-type: none"> ❖ Team Leader – 3 marks ❖ Infrastructure Planner – 2 marks ❖ Landscape Expert – 2 marks ❖ Architect – 1 marks ❖ Construction Manager – 2 marks <p>20% weightage for Educational Qualifications. 80% weightage for relevant experience in similar projects.</p> <p><i>Experience of Detailed Master plans, detailed project reports and Tourism Development Plans for destinations/ Sport Arenas /Sports Cities/ Eco-tourism/ Entertainment arenas / Cultural & Heritage centers / Theme Parks with a</i></p>	10

#	Evaluation Criteria	Sub-Criteria	Maximum Marks
		<i>minimum area of 50 acres – completed projects</i>	
	Total Marks		100

2.14 Appointment of Consultant

- 2.14.1 **Negotiations:** The Selected Applicant may, if necessary, be invited for negotiations. Pricing and other issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.14.2 **Award of Consultancy:** After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 2.14.3 **Execution of Agreement:** After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period as notified by the Authority. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.15 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Letter of Acceptance issued to the Selected Applicant as in the Section 2.14.2, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Section 2.14.3 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Section 2.14.2

2.16 Substitution of Key Personnel

- 2.16.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.16.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
- 2.16.3 The Authority at its sole discretion impose a penalty for replacement of any key personnel. The extent of the **penalty shall be limited to a maximum of 0.05% of the lumpsum fee** quoted for master planning services in Annexure XII. This penalty shall be applicable on every replacement.

3 Miscellaneous

3.1 Other Key Points

- 3.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 3.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 3.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 3.1.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 3.1.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

4 Terms of Reference

4.1 Background

- 4.1.1 Tamil Nadu is a treasure trove of temples, with a healthy tapestry of heritage and architecture, making the state an immensely popular Spiritual Tourism Destination. In addition, the vast coastline offers the inherent potential for development of Waterfront Destinations. There is ample scope for integrating these segments through novel and innovative tourism products by combining spirituality, culture technology, and entertainment.
- 4.1.2 The Hindu Religious and Charitable Endowments Department (HRCE) of Tamil Nadu in association with the Department of Tourism intends to develop a 'Spiritual and Cultural Eco-Park' in the 223 (approximately) acres of land belonging to HRCE Department located at ECR, Tamil Nadu.
- 4.1.3 Tamil Nadu Tourism Development Corporation (TTDC) was incorporated in 1971 with the main object of promoting tourism in Tamil Nadu by building tourism related infrastructure on commercial basis.
- 4.1.4 TTDC intends to undertake process for procurement of an architectural consultant with relevant expertise in Preparation of a Master plan and project management consultants for development of the Spiritual and Cultural Eco- Park, a recreational landscape consisting of various attractions. The broad project concept may include:
- Creating active, leisure spaces overlooking the Waterfront – cottages, food court, view tower etc.
 - Providing public accessibility to the Waterfront in the form of walkways, waterways, cycle trails etc.
 - Promoting activities & other entertainment avenues like
 - Heritage & Culture based eco-parks
 - Beach Front Activities (Boating, rides etc.)
 - Activity Zones for Kids and Adults
 - Glow Parks
 - Themed Sculptures
 - Souvenir Shops
 - Open air theatres
 - Cultural Haat
 - Event space for conducting various events
 - Food Court

The above is an indicative list of components

- 4.1.5 The project will be funded by the Government of TN and the projects may be executed phases on an EPC + O&M model.
- 4.1.6 Now, it is envisaged that the Authority will carry out the process for selection of a Consultant for preparation of detailed Master plan and project management consultant for development of Spiritual and Cultural Eco-Park, Tamil Nadu. The Consultant shall execute this assignment in accordance with the **Terms of Reference** (the “**TOR**”) defined in this Section 4 of this RFP.

4.2 Objectives of the Consultancy Assignment:

Tamil Nadu Tourism Development Corporation (TTDC) intends to develop a Project site located in the coastal village by the name of Nemmeli, 30 km from the Capital City of Chennai. The site is spread over an area of approximately 223 acres and is proposed to be redeveloped into a public space and a cultural hub, for the locals and large number of domestic and international tourists visiting ECR every year. Waterfront Developments are some of the most promising projects that boost tourism. With naturally endowed Waterfront Destinations, Tamil Nadu provides delightful scenic settings to attract tourists. By integrating the mesmerizing waterfront with the spiritual assets of Tamil Nadu, it is proposed to develop novel and unique experiences for tourists in the form of a Spiritual and Cultural Eco- Park. The site proposed for development is located in ECR, a preferred weekend destination owing to its proximity to Chennai as well as to other heritage sites. The key objectives of the project are to explore the untapped potential of Spiritual and Cultural Tourism in Tamil Nadu and to increase footfall, visitor retention and spending by enhancing visitor engagement.

The duration of the assignment shall be for 4 months, during which the identified Consultant shall prepare a Detailed Master Plan



Fig. 1 – Site location



Fig. 2 – Site Area

4.3 Detailed Scope of Services

4.3.1 Site Visits, Data Collection

1. The Consultant Team shall make field visits to the project area and carry out a reconnaissance survey to ascertain the physical aspects of the Site, settings, characteristics, terrain, etc. The site reconnaissance and review has been envisaged to gain complete understanding of the subject site and conditions so as to ensure that the recommendations of the Consultants are practical and implementable. The Consultant may identify certain limitations / special characteristics of the land / area, that could be capitalized for design and cost efficiencies, etc.
2. Undertake detailed site analysis of the project area in terms of access to the Project Area, existing activities and existing structures /landmarks, site drainage/watershed to ascertain the existing condition/situation at the Project Area.
3. Collect all necessary secondary data to carry out the Study. The Client shall provide assistance to obtain the necessary data.
4. Carry out Stakeholder Consultations (Client and other Stakeholders) to understand Client's Vision, Expectations, and priorities for the project, understand the budget and brainstorm initial ideas.
5. Analyse the existing infrastructure status covering - water supply, power supply, storm water drainage, connectivity links and wastewater / Solid Waste management
6. Assess the environmental and social aspects of the Site that would have a bearing on the project planning, implementation and operation.
7. Assessment of impact of development plan on project area and its immediate environs.
8. Review of prevailing legal and statutory framework and Government policies

4.3.2 Field Surveys & Geo- Tech Investigations

1. Carrying out the Topographical Surveys of the site, if not available with the concerned authorities, using Electronic Total Station (ETS) / UAV / Drone surveys and prepare existing Land Use maps at the Project Site(s) to generate contour plan of 0.5 m interval.
2. The consultant shall evaluate the requirement of geo-technical investigations and carry out the geo-technical investigations to evaluate various soil/rock parameters which will help in design of foundations.
3. Carry out the preliminary Environmental Assessment to identify any critical/potential environmental aspects and their sensitivity due to the proposed project.
4. Facilitate the client in obtaining all necessary clearances, approvals required for undertaking the surveys.
5. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/ or proposed development on its immediate environs.

4.3.3 Benchmarking study

The Consultant shall carry-out a benchmarking exercise of similar development/facilities across India and other countries. Key learning from the benchmarking exercise to be incorporated into the preparation of Concept Masterplan.

4.3.4 Preparation of Concept Masterplan

A summary of site particulars, planning and design principles, development strategies, and most importantly “lessons learned” from the benchmarking studies (covering 2-3 relevant case samples from India and around the world, highlighting the key features of each) will be incorporated in the Visioning Strategy.

1. The Consultant shall prepare the Conceptual Master Plan considering the Vision for the project, client requirements, best planning principles, the project needs and the project setting / environment, etc. The Conceptual Master Plan shall propose various components that can be setup at the project site through a landuse zoning plan and address the needs of the project components both in terms of access to physical/social infrastructure, as well as the physical environment needs.
2. Proposed tentative components include:
 - a. Active Leisure spaces overlooking the waterfront – cottages, food court view tower etc.
 - b. Public accessibility to waterfront - Walkways, waterways, Cycling trails
 - c. Heritage and culture based eco-parks
 - d. Amenity zones,
 - e. Green areas/landscaping
 - f. Cultural Haat
 - g. Souvenir shops
 - h. Event space for conducting various events
 - i. Activity zones for adults and kids
 - j. Themed Sculptures
 - k. Glow parks
 - l. Open air theatres
 - m. Beachfront activities (Boating, amusement rides etc)
 - n. Food court
3. Formulate Project Concept which shall bring a unique and distinct identity to the location, improves aesthetics, and boost its Tourism Potential.
4. The Consultant shall prepare and present **3 (Three)** Conceptual Site Master Plan options.

5. Design options for strengthening and beautification of approach road to Project Area.
6. Amenities and utilities such as water, electricity, waste water management, storm water drainage etc.
7. Proposed external linkages covering road, water, power etc.
8. Incorporate principles of water conservation, use of non-conventional energy sources, energy conservation and efficiency, low pollution, water recycling, zero discharge, hazard / disaster mitigation integrated into master planning.
9. Prepare block cost estimates for project development covering internal and external infrastructure

The salient features of each of the options shall be listed out, to differentiate / compare the options with objectivity. The Client shall select one preferred option out of three options for further detailing or may require preparing a fourth option in case three options are not deemed fit by government.

4.3.5 Preparation of Detailed Masterplan and Bill of Quantities (BOQ)

Consultant shall prepare the Detailed Master Plan for the selected Conceptual Master Plan covering the following -

1. Overall master plan at a scale of 1:2500 illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character.
2. Land use mix and land area allocation for various uses in a form of land use map with illustrative building footprints and tabulation of land areas.
3. Detailed Infrastructure Maps showing the location and network of all identified infrastructure components (such as water supply, power supply, storm water drainage, solid waste management etc.)
4. Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution, interconnectivity and external linkages including rough estimate of project cost based on allowable FAR/ re-development objectives.
5. Green Areas Map showing all the proposed landscaping, green belts, forest trails, aviary, etc.
6. Urban Design guidelines to supplement statutory development control regulations to bring about a cohesive development pattern and design element into the development.
7. Open space and landscape strategy with typical details for three typologies of landscape – maintained parks and gardens with hardscape, softscape and street/park furniture; basic ground covered landscape areas with shrubs and planting; natural areas with native vegetation and managed landscapes.
8. Final land and building area statement with ground coverage, FSI, building mass and bulk metrics.
9. Comprehensive Site Master Plan illustrating all of the above.
10. The Consultant shall prepare detailed engineering designs and good for construction drawings of the proposed components as per the detailed Master Plan.
11. The consultant shall furnish line estimates of cost for all the identified components
12. Preparation of Design Basis Report (DBR) for all utility services according to best practices and standards/ guidelines provided by the state or central government.

13. Provide necessary assistance to TTDC by providing project drawings, presentations, 3D Walk throughs and other details for Brochures, meetings, road shows, etc.
14. The detailed designs for each component shall be supported with Good for Construction Drawings along with detailed Technical specifications. The consultant shall prepare the final Bill of Quantities (BoQ) based on latest Schedule of Rates (SOR), prepare rate analysis for all Non-SOR items and assist TTDC in obtaining government approvals for the execution of the project.

4.3.6 Project Monitoring

1. The Consultant shall advise the client regarding the work under execution during weekly visits to the site and submit reports on their observations. Any deviation from the approved drawings or specifications that may be observed by the Consultants shall be given in writing by them to the client who shall issue, necessary instructions to the executing agencies.
2. The scope would cover the following aspects:
 - i. Approve samples of various elements and components.
 - ii. Check and approve drawings submitted by the contractor/ vendors.
 - iii. The consultant, till the completion of the project, visit the site of work, at intervals as per requirement (on weekly basis), to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the client informed and render advice on actions, if required.
 - iv. However, the day to day supervision, quality maintenance, bill checking are not included in the scope of services of the Consultant and shall be the role of TTDC.
 - v. The Consultant shall attend all the review meetings conducted by TTDC and must be available for further clarifications on details, designs, drawings, etc. required during the execution and sort out any queries raised by the contractor without any additional cost.
 - vi. Progress monitoring and reporting to the TTDC on a Fortnightly basis

4.4 Deliverables and Payment Terms:

For Preparation of Detailed Master Plan, the Authority shall pay the Lumpsum fee in Rupees (as per the financial bid quoted by the selected bidder in Annexure XII for the services). The following shall be the deliverables from the project, to be submitted by the identified Consultant:

Milestone #	Deliverables	Time elapsed (Week)	Payment (% of Lumpsum)
	Zero date	LOA (T)	
1	Report on Baseline, Benchmarking and Site Investigations	T+2 week	10%
2	Infrastructure Assessment and 3 Concept Master Plans	T+8 week	20%
3	Draft Detailed Master Plan	T+11 week	30%
4	Final Detailed Master Plan	T+13 week	20%
7	Submission of Detailed design and drawings	T+17 week	20%

Note: The payment for each deliverable will be released post the approval from the client. The time elapsed between official submission of deliverable to the client and approval from the client will not be counted towards submission of the subsequent deliverable.

Payment for PMC services:

- I. The Authority shall pay the consultant an amount that is in proportion of payments released to the contractor for the % fee quoted by the applicant in Annexure XII.
- II. This payment shall be disbursed over the entire project execution period which is anticipated to range between 18 to 24 months.

Annexure I - Technical Proposal Covering Letter

Date: _____

From,

Name:

Address:

Ph:

E-mail:

To,

The Managing Director,

Tamil Nadu Tourism Development Corporation,

Tourism Complex,

No. 2, Wallajah Road,

Chennai, Tamil Nadu 600 002

Sir,

Sub: **RFP for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu** - Submission of Proposal – Reg.

Ref: Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our sealed tender for the “**RFP for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu**”.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We certify that we have not been barred by any Central Government/State Government Agency/Corporation/Establishment/Institution.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority and all the terms and conditions of this RFP;

- b. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 3.1.2 of the RFP document.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
11. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Annexure-IV.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

Annexure II –Particulars of the Applicant

1.1	<p>Title of Consultancy:</p> <p>Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu</p>
1.2	<p>Title of Project:</p> <p>Development of Spiritual and Cultural Eco-Park in ECR</p>
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>PAN Number :(Enclose a Copy of PAN card)</p> <p>GST Number : (Enclose a Copy of GST Certificate)</p> <p>Country of incorporation :</p> <p>Registered address:</p> <p>Year of Incorporation:(Enclose a Copy of Incorporation Certificate/Partnership Deed, whichever is applicable)</p> <p>Brief description of the Company including details of its main lines of business:</p> <p style="text-align: right;">(Max. 500 Words)</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

Annexure III – Statement of Legal Capacity

(On Applicant's Letter head)

Date:

To,

The Managing Director,

Tamil Nadu Tourism Development Corporation,

Tourism Complex,

No. 2, Wallajah Road,

Chennai, Tamil Nadu 600 002

Dear Sir,

Sub: RFP for Selection of Consultant for

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

For and on behalf of

Annexure IV - Format for Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection as the Consultant for **Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR , Tamil Nadu**, proposed to be developed by the **Tamil Nadu Tourism Development Corporation** (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the*

required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure V – Financial Capacity of the Applicant

(Refer Clause 2.4.1(c))

S. No.	Financial Year	Annual Turnover (INR Crore)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	
Annual Average of any 3 of 5 years		

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees from consultancy services (excluding tax, audit and IT implementation services).

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Annexure VI – Financial Capacity of the Parent Company (if applicable)

(Refer Clause 2.4.1(c))

S. No.	Financial Year	Annual Turnover from management consultancy and advisory services (Rs. Crore)
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-21	
5.	2021-22	

Certificate from the Statutory Auditor⁵

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees from consultancy services (excluding tax, audit and IT implementation services).

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

⁵ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Annexure VII(a)–Summary of Firm’s Technical Eligibility and Evaluation – Eligible Projects

#	Project Name	Client Details	Assignment Duration	Scope of Services (Upto 200 words)	Assignment Fee (in INR)	Proof of Completion
Details of Eligible Assignment						
1.			[Start : mm/yy End : mm/yy]			[Yes/No Type of Supporting Document : Client Certificate/Auditor Certificate Reference Page No.:]
2.						
3.						
4.						

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Note : For the purpose of evaluation, for assignments outside India, if the value is in currency other than USD, the same shall be converted to USD as per the exchange rate at the time of execution of that contract and the same shall be provided along with the proof of the exchange rate used.

Annexure VII (b) – Format for Firm’s Relevant Experience for Technical Eligibility and Evaluation

Assignment Name:		Country:
Location within Country:		
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date Approx. Value of Services (In INR/ US\$):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
Documentary Evidence:		

Note: Provide individual form for each assignment indicated in the Annexure VII(a).

Note : For the purpose of evaluation, for assignments outside India, if the value is in currency other than USD, the same shall be converted to USD as per the exchange rate at the time of execution of that contract and the same shall be provided along with the proof of the exchange rate used

Annexure VIII – Description of Approach, Methodology & Workplan

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

(Understanding of Project)

- a) Understanding of TOR and objectives of this assignment (Not more than 2 pages)
- b) Proposed Approach & Methodology (Not more than 10 pages)
- c) Work Plan (not more than 2 pages)

Note: Clear articulation, description and Extent of compliance to technical requirements specified in the scope of work to be submitted along with Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients.

Annexure IX – Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Years of Professional Experience	Present Employment		No. of Eligible Assignments &/ or International Experience projects as per Section 2.5 of RFP
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Annexure X – Curriculum Vitae for Key Personnel

Format of Curriculum Vitae (CV) For Team Leader				
<div style="border: 1px solid black; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center;"> Insert Photo </div>	1. Name			
	2. Position			
	3. Date of Birth			
	4. Education			
5. Employment Record	From	To	Company	Position Held
6. Total Years of Experience				
7. Years of Experience Relevant to the proposed role				
8. Brief Profile	(Upto 300 words)			
9. Languages	Language	Read	Write	Speak
10. List of works that Best Illustrates Capability to Handle the Task Assigned				
a)				
b)				
1. Name of assignment of project:				
Year: From ____ to ____	Client:		Location:	Position held:
Project Description:				
Activities performed:				
Certification I 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. Additionally, I also certify that I shall be available for the entire duration of the contract. <div style="display: flex; justify-content: space-between;"> Signature of staff member Date: </div>				

(All CVs shall be limited to a maximum of 4 pages as per the format provided below)

Annexure XI – Financial Proposal- Covering Letter

(On Applicant's letter head)

Ref:

Date:

The Managing Director,

Tamil Nadu Tourism Development Corporation,

Tourism Complex,

No. 2, Wallajah Road,

Chennai, Tamil Nadu 600 002

Dear Sir,

Subject: Selection of Consultant for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Annexure XII – Financial Proposal –Price Bid (Lump Sum)

Name of Work: Request for Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu

Description	Total Price (INR)	GST	Total (inclusive of all taxes in INR)
Preparation of Detailed Master Plan for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu			

(Total Amount in Words Rupees)

.....
.....)

Description	Percentage (%) of Total Project Cost (Inclusive of all taxes)	Percentage of Total Project Cost* in words
Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu		

** Total Project Cost shall be assumed as INR 100 crore for the purpose of this evaluation.*

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Checklist For Submission of Technical Proposal

(To Be Attached as the first Page of the Technical Proposal)

S.No	Enclosures	Page Number/s in Proposal
1.	Checklist for Submission of Technical Proposal	1
2.	Annexure I - Technical Proposal Covering Letter	
3.	Bid Security / Earnest Money Deposit (EMD)	
4.	Bid Processing Fee	
5.	Copy of Pan Card & GST Registration	
6.	Annexure II –Particulars of the Applicant	
7.	Annexure III – Statement of Legal Capacity	
8.	Annexure IV - Format for Power of Attorney	
9.	Annexure V – Financial Capacity of the Applicant	
10.	Annexure VI – Financial Capacity of the Parent Company (if applicable)	
11.	Annexure VII(a)–Summary of Firm’s Technical Eligibility and Evaluation – Eligible Projects	
12.	Annexure VII (b) – Format for Firm’s Relevant Experience for Technical Eligibility and Evaluation	
13.	Annexure VIII – Description of Approach, Methodology & Workplan	
14.	Annexure IX – Particulars of Key Personnel	
15.	Annexure X – Curriculum Vitae for Key Personnel	
16.	Acknowledgment of RFP Document (Signature of Authorized signatory on all pages of the RFP and Corrigendum (if any))	

Annexure XIII – Form of Agreement

DEED OF AGREEMENT

Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu

This AGREEMENT (herein after called the “Agreement”) is made on theday of the month of _____, between, **Tamil Nadu Tourism Development Corporation Limited (TTDC)**, a company registered under the Companies Act, 1956 and having its Registered Office at Tourism Complex, No. 2, Wallajah Road, Chennai, Tamil Nadu 600 002 represented by and hereinafter referred to as the “**Authority**”, which term shall, unless repugnant to the context otherwise requires, mean and include its representatives, administrators, successors and permitted assigns on the one part

AND

M/s..... represented by having their Registered Office at hereinafter referred to as the “**Consultant**”, which term shall, unless repugnant to the context otherwise requires, mean and include their representatives, administrators, successors and permitted assigns on the other part

WHEREAS

- A. The Authority vide its Request for Proposal for **Preparation of Detailed Master Plan and Project Management Consultant for development of Spiritual and Cultural Eco-Park in ECR, Tamil Nadu** (hereinafter called the “**Consultancy**”) for development of Spiritual and Cultural Eco-Park in ECR (hereinafter called the “**Project**”);
- B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant has

also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its signed Letter of Acceptance and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement. Without prejudice to the generality of the provisions of the Agreement, on matters not covered by this Agreement, the provisions of RFP shall apply.

1 General

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - a) **“Agreement”** means this Agreement, together with all the Annexes;
 - b) **“Agreement Value”** shall have the meaning set forth in Clause 6.1
 - c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
 - e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2
 - f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
 - g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
 - h) **“Government”** means the Government of Tamil Nadu;
 - i) **“INR, Re. or Rs.”** means Indian Rupees;
 - j) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
 - k) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;

- l) **“Personnel”** means persons hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
- m) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- n) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- o) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- p) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Acceptance.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Chennai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of Contents and Headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) **in the case of the Consultant**, be given by **e-mail and by letter** delivered by hand to the address given and marked for attention of the Consultant; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b) **in the case of the Authority**, be given by **e-mail and by letter** delivered by hand and be addressed to the Authority with a copy delivered to the Authority; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) **any notice or communication by a Party to the other Party**, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

The Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement including, without limitation, the receiving of instructions and payments from the Authority.

1.10 Taxes and Duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws.

2 Completion and Termination of the Agreement

2.1 Effectiveness of the Agreement

The Agreement shall come into force and effect on the date of **issue of the Letter of Acceptance (LoA) by the Authority.**

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of **weeks** after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant upon satisfactory compliance to the terms and conditions of the Agreement hereunder.

2.5 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties giving due consideration to any proposals for modification made by either Parties.

2.6 Force Majeure

2.6.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations

hereunder.

- c) Force Majeure shall not include in sufficiency of funds or failure to make any payment required hereunder.

2.6.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.6.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of time

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

2.6.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.8 Termination of Agreement

2.8.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement

2.8.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (thirty) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach; or
- c) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.8.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Obligations of the Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity **for any project resulting from or closely related to the Services** and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's payment in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed

genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair

competition in the Selection Process.

3.3 Confidentiality

- 3.3.1 The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or after the expiration or termination of this Agreement, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.
- 3.3.2 Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
 - (ii) was obtained from a third party with no known duty to maintain its confidentiality;
 - (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

The Consultant shall indemnify and hold harmless the Authority against any and all claims with respect to data or goodwill ,or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against a Third Party arising out of gross negligence of the Consultant in the provision of services under this contract. The liability of the Consultant under any circumstance shall not exceed one time of contract value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct

and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Contract.

3.5 Insurance to be taken out by the Consultant

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultant or its staff. The risks and the coverage shall be as follows:

- (a) Third Party liability insurance with a minimum coverage of Agreement Value;
- (b) Professional Indemnity insurance, with a minimum coverage of Agreement Value;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services and that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting Obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be the property of the Authority

- 3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated

to this Agreement without the prior written approval of the Authority.

- 3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.10 Providing access to the Place of Operations and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided access to the place of operations and to all Personnel during office hours with prior approval of the Authority. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress and interact with Personnel of the Consultant.

3.11 Accuracy of the Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/investigations.

4 Consultant's Personnel and Sub-Consultant

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

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

4.3 Approval of Personnel

The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

4.5 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.6 Sub-consultants

Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant.

5 Obligations of the Authority

5.1 Assistance in clearances, etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure to:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services;

provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 Return of Bid Security

The Authority shall return the amount collected towards the Bid Security from the Consultant, after the signing of the Agreement by the Consultant and submission of the deliverables assigned for it within the first 2 (two) months from the Effective Date.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6 Payment to the Consultant

6.1 Agreement Value

Except as may be otherwise agreed under Clause 2.5, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rupees) as per **Annex-4** of the Agreement.

6.2 Currency of payment

All payments shall be made in Indian Rupees

6.3 Mode of billing and payment

6.3.1 The Consultant shall be paid for its services as per the Payment Schedule at **Annex-5** of this Agreement, subject to the Consultant fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
- (ii) The Authority shall pay to the Consultant, only for the approved deliverables and the undisputed amount.

6.3.2 The Consultant shall raise an invoice for the deliverable approved by the Authority, which shall be paid by the Authority, after deducting the applicable taxes at source, within 30 (thirty) days after the receipt of the invoice along with the necessary particulars (the "**Due Date**").

6.3.3 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of weeks after receipt of the final deliverable by the Authority unless the Authority, within such weeks period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly

make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

- 6.3.4 Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed with interest at 18% p.a. by the Consultant to the Authority within 30 (thirty) days after receipt of notice thereof by the Consultant. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3.3
- 6.3.5 All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7 Liquidated damages and penalties

7.1 Performance security

- 7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of **weeks** after the expiry of this Agreement pursuant to Clause 2.4 hereof.
- 7.1.2 The Consultant shall furnish a Bank Guarantee for Performance Security in the form specified at Annex-6

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value. Such liquidated damages as and when identified by the Consultant shall be adjusted against the subsequent payments to be made for the Consultant against the approved deliverables and/or deliverables to be submitted.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be adjusted against the subsequent payments to be made for the Consultant against the approved deliverables and/or deliverables to be submitted. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

9 Settlement of Disputes

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with Agreement or the interpretation thereof.

9.2 Dispute Resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon their representatives for amicable settlement, and upon such reference the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicable by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitrator appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 2016. The place of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator, appointed by mutual consent of the Authority and the Consultant as per the provisions of Arbitration and Conciliation Act 2016 or under any statute for the time being in force.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED and DELIVERED

SIGNED, SEALED and DELIVERED

For and on behalf of

For and on behalf of

Signature

Signature

Witness

In the presence of :

Authority

Consultant

1.

2.

Annexures to Agreement

Annex-1: Terms of Reference

As per the Section 4 of the RFP

Annex-2 : Deployment of Personnel

Resource Category	Name of Staff with qualification & experience	Area of Expertise	Position Assigned	Tasks Assigned as part of the current assignment
Key Personnel				
Team Leader				
Infrastructure Planning Expert				
Landscape Expert				
Architect				
Support Staff (if any)				

Annex-3 : Approved Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

Annex-4 : Cost of Services

As per the Annexure XII of the RFP

Annex-5: Payment Schedule

As per the Section 4.4 in RFP

Annex-6 : Bank Guarantee for Performance Security

To,
The Managing Director,
Tamil Nadu Tourism Development Corporation,
Tourism Complex,
No. 2, Wallajah Road,
Chennai, Tamil Nadu 600 002

In consideration of Tamil Nadu Tourism Development Corporation Limited (TTDC) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s., having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Acceptance no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Services and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

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

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of weeks from the date of this Guarantee, we shall be

discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.***** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling weeks after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021.

(Signature, name and designation of the authorised signatory)

NOTES:

i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annex-7 : Letter of Acceptance (LoA)

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