



REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

Firms

Lump sum - QCBS

Consulting Services for preparation of Master Plan & Detailed Project Report
for Development of Semmozhi Poonga (Garden of Classical Tamil) in
Coimbatore

**PROJECET DEVELOPMENT GRANT FUND (PDGF)
NO. 19, T.P. SCHEME ROAD,
RAJA ANNAMALAIPURAM,
CHENNAI – 600 028**

LETTER OF INVITATION

Dear Sirs,

Subject: Consulting Services for preparation of Master Plan & Detailed Project Report for Development of Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore -reg.

1. You are hereby invited to submit Pre-qualification, technical and financial proposals for “Appointment of Consultant for the Consulting Services for preparation of Master Plan & Detailed Project Report for Development of Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore, which could form the basis for future negotiations and ultimately a contract between your firm and PDGF managed by TNUIFSL.
2. The purpose of this assignment is to prepare a Master Plan & Detailed Project Report for Development of Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore, for all works stipulated in the tender documents as mentioned in the Terms of Reference (ToR).
- 2.1 Client means PROJECT DEVELOPMENT GRANT FUND (PDGF).
3. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Pre-qualification Criteria (Annexure 2);
 - (c) Supplementary information for firm, including a suggested format of curriculum vitae of key personnel (Annexure 3);
 - (d) A Sample draft Agreement of Contract for this assignment to be carried out by the Firm. (Annexure 4); and
 - (e) Bank Guarantee (Annexure 5);
5. A pre-bid meeting open to all prospective firms will be held on **08.01.2022 @ 11.30 hrs** in the **TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028**. The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

The Clarification/Amendments if any in the Pre-bid meeting will be published only in the following web sites www.tenders.tn.gov.in, www.chennairivers.gov.in and www.tnuifsl.com

The Chairman & Managing Director or its representative
TNUIFSL

No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028

Phone / Fax No: 24643103/4/5/7 Fax: 24613106 Email : pandiands@tnuifsl.com, pradeep@tnuifsl.com

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

6. **The Submission of Proposals:**
- 6.1 The proposals addressed to Managing Director, TNUIFSL, shall be submitted in three parts, viz., Pre-qualification, Technical and financial and should follow the form given in the "Supplementary Information for Firms." The proposal shall be submitted to **The Managing Director, TNUIFSL, No. 19, T.P. Scheme Road, Raja Annamalaipuram, Chennai – 600 028, Phone / Fax No: 24643103/4/5/7.**
- 6.2 The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The first envelope marked “Pre-qualification criteria” in one separate cover, viz., Cover-1 must be sealed with sealing wax

and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of **Rs.1,50,000/- (Rupees One Lakh Fifty only)** in the form of Demand Draft to be taken in the name of "PROJECT DEVELOPMENT GRANT FUND" payable at Chennai. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process.

- 6.3 The second envelope, viz., Cover-2 marked "Technical proposal for the captioned project" must also be sealed and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for firms.
- 6.4 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., Cover-3 marked "Financial Proposal for the captioned project" must also be sealed and initiated twice across the seal and should contain the detailed price offer for the firms services.

You will provide detailed breakdown of costs and fees in the format prescribed in Form 6:

The sealed envelopes Cover 1, Cover 2 and Cover3 should again be placed in a separate sealed in one cover, which shall be clearly marked with the name of the assignment and received in the office of the **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annmalaipuram, Chennai – 600 028, up to 15.00 hrs on 28.01.2022.**

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

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

6.5 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by the officials of TNUIFSL & CRRT (Chennai Rivers Restoration Trust) in its office at **15.30 hours on 28.01.2022**. It may please be noted that the second envelope containing the technical proposal will not be opened until pre-qualification criteria is evaluated, and detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all firms.

7. **Evaluation**

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

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

7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof –

- a. Should have one completed experience in preparing Detailed Project Report in development of Parks (minimum 11.25 acres) in the last 10 years from the bid submission date. The selected assignment above, should have a minimum consultancy assignment value of Rs.37.50 lakhs (incl taxes) in a single assignment. (necessary client certificate for the proof of completion of assignment should be enclosed) – Annexure 2 E.

- b. Average annual turnover of **Rs.1.50 crores** for the three years ending March 2020. The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on 31st March 2020 in the form of audited financial statements **signed by Chartered Accountant** for the last 3 (three) Financial Years. (2017-18, 2018-19 & 2019-20). **Audited financials shall be submitted as proof in the last three financial years as per the format attached – Annexure - 2 D.**

Note: Covers without EMD will be treated as non-responsive and will be disqualified. Conditional Tender will be rejected summarily. In the case exemption certificate for EMD available from MSME will be considered for responsiveness.

Only proposals of firms determined to be qualified will be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.

7.3 Technical Proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

- (i) the quality of the methodology proposed (25 points); and
[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]
- (ii) the qualifications of key staff proposed for the assignment (75 points).

| S. No | Key Professionals | Marks |
|-------|--------------------------|-----------|
| 1 | Architect (Team Leader) | 20 |
| 2 | Landscape Architect | 15 |
| 3. | Urban Planner | 10 |
| 4 | Horticulturist | 7.5 |
| 5 | Botanist | 7.5 |
| 6 | Structural Engineer | 5 |
| 7 | Environmental Specialist | 5 |
| 8 | Social Specialist | 5 |
| | Total | 75 |

Note: The key personnel maximum age shall preferably be less than 70 years, considering the Covid-19 Pandemic and the travel involved.

Curriculum vitae of senior personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). These personnel will be rated in accordance with:

- (i) General qualifications - (30 points)
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc) - (70 points)

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

The Team Leader proposed shall be full time for this assignment.

7.4 Financial Proposal

7.4.1 Opening:

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

7.4.2 Evaluation:

The evaluation committee will determine if the financial proposals are complete in accordance with ToR. The quoted price shall be corrected for arithmetical errors in accordance with Tender Transparency Rules 2000 and as amended there on.

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

The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal.

$$S = St \times 0.75 + Sf \times 0.25$$

The Firm securing the highest score will be invited for negotiations.

8. Negotiations

8.1 Negotiations normally take a day. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

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

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

8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.

8.5 The assignment will be awarded after successful negotiations, to the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and as amended there on.

9. Fraud and Corrupt Practices

9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.

10. Please note that the TNUIFSL/PDGF is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, the TNUIFSL/PDGF does not bind itself in any way to select the firm offering the lowest price.
11. The selected firm shall not disclose any information / data to others without the written permission of the TNUIFSL.
12. You are requested to hold your proposal valid for 90 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The TNUIFSL/PDGF will make its best efforts to select a firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Coimbatore/ TNUIFSL, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in February2021, you will be expected to take-up / commence with the assignment in February2021.
15. The successful Consultancy Firm will be invited for signing agreement. The Consultancy Firm is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of Project Development Grant Fund valid for a period of 5 months or till the successful completion of the assignment and subject to extensions without any financial implications. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
 - (i) If the Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.
 - (ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
 - (iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:
 - furnish the required performance security or
 - sign the Agreement
 - accept the Letter of Intent
 - (iv) if the Consultancy Firm has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the

bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).

20. Please note that mobilization advance is not allowed in this contract.
21. It is estimated that about a minimum of 31 man-months for key experts of services will be required for the study and generally you should base your financial proposal on this figure. However, you should feel free to submit the proposal on the basis of man-months considered necessary by you to undertake the assignment.
22. Joint Venture, Consortium, Association (subject to maximum of 2 firms (1 lead and 1 JV firm)) are allowed.
23. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered and signed by the Firms.
24. PDGF/TNUIFSL reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
25. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English. The Jurisdiction will be courts of Chennai.
26. Please note that conditional bids are liable for rejection.
27. SETTLEMENT OF DISPUTES

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

27.2 Miscellaneous. In any arbitration proceeding hereunder:

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

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

- a. By the Client

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Services:

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

29. Force Majeure:

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

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

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

- b. **No Breach of** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to

Contract be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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

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

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

- (a) demobilize, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 28.

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

30. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
31. Consultancy Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the CRRT / Coimbatore Corporation, Applicable Laws and regulations or any other matter considered relevant by them.
32. The Consultancy Firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to Coimbatore /TNUIFSL/CRRT, Project site etc. PDGF/TNUIFSL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
33. Misrepresentation/ improper response by the Consultancy Firm may lead to the disqualification of the Consultancy Firm. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Consultancy Firm gets disqualified / rejected, then PDGF/TNUIFSL reserves the right to consider the next best Consultancy Firm or take any other measure as may be deemed fit in the sole discretion of PDGF/TNUIFSL, including annulment of the Selection Process.
34. PDGF / TNUIFSL reserves the right to make inquiries with any of the clients listed by the Consultancy Firms in their previous experience record.

35. Test of responsiveness:

- i. Pre-qualification Proposal along with EMD – Cover – 1
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted as part of Cover 1, without any financials)
- ii. Technical Proposal – Cover – 2
- iii. Financial Proposal – Cover – 3
- iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Consultancy Firms authorized representative as part of the Technical proposal – cover-2.

Note: The proposals shall be submitted in the Office of Tamil Nadu Urban Infrastructure Financial Services Limited, (TNUIFSL), No. 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.

Yours faithfully,

Sd/-
Chairman &
Managing Director
TNUIFSL
Fund Manager of PDGF

Terms of Reference for preparation of Master Plan & Detailed Project Report for Development of Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore.

I. BACKGROUND

The Semmozhi Poonga (Garden of Classical Tamil) in Coimbatore will be a World Class Botanical Garden.. The Semmozhi Poonga in Coimbatore which aspires to achieve international standard is being set up with state-of-the-art infrastructure, primarily for conservation of rare, threatened and endangered plants. The Botanical Garden would serve as a focal point for conservation of natural eco-systems and biospheres, environmental education, research, recreation for nature lovers, environmental governance and management.

During the recent Assembly Session in 2021, the Honourable Chief Minister stated that Semmozhi Poonga will be established in Coimbatore. Further, the Honourable Chief Minister on 22.11.2021 in Coimbatore announced that the Coimbatore Central Jail will be shifted from its current location and Semmozhi Poonga with indoor and outdoor auditoriums and other facilities will be developed in two phases. The location selected for Semmozhi Poonga has an area of about 165 acres within the Coimbatore Central Prison campus. A site map of the Central Prison campus is enclosed (Attachment 1).

In this regard, CRRT has requested TNUIFSL to identify a consultant for the assignment for preparation of Master Plan & Detailed Project Report for development of Semmozhi Poonga in Coimbatore.

The Semmozhi Poonga would serve the following objectives:

- Enable the citizens to study the nature, understand and enjoy it in the context of a modern botanic garden.
- Promote sustainable use of the biodiversity resources in general and plant species in particular.
- Conserve rare and endangered flora of Western Ghats particularly Nilgiri Biosphere Reserve.
- Develop a Germ Plasm Bank for rare, endangered and threatened plants through collection of genetic resources for both *in-situ* and *ex-situ* conservation.

A Master Plan shall be prepared for entire 165 acres and a Detailed Project Report (DPR) for the vacant area of 45 acres available with Coimbatore Corporation within the Coimbatore Prison campus for the development of Semmozhi Poonga and other infrastructures including detailed design and drawings, implementation plan, bid documents, etc.

II. EXPECTED OUTCOME OF THE BOTANIC GARDEN

The proposed Botanical Garden aims to create a repository of plants from diverse habitats and generate public awareness regarding conservation, provide research cum recreational center for nature lovers and offer research facilities. The underlying key goals are:

Conservation of natural eco-systems and biospheres

- Conservation and enrichment of natural ecosystems
- *Ex-situ* plant species conservation
- Conservation of natural historic memory of the site and the related oriental history
- Conservation of the natural resources

Sustainable education for Development

- Create general environmental awareness and environmental education for citizens
- Impart training for sustainable gardening, horticulture, floriculture, urban agriculture and urban forestry
- Demonstrate sustainable technologies within the Botanical Garden

Research

- Practical and theoretical research on plant taxonomy
- Propagation of plant species with economic potential for the regional, national and international clients and markets
- Propagation of plants, development and dissemination of cultivation methods with specific interest for environmental management and sustainable development
- Develop a Centre for plant genetic resource preservation programme for rare, endangered and threatened plants

Recreation

- Creation of a unique urban park with a combination of scenic natural settings, scientific and practical education and training, sites, facilities and recreational options for domestic and international tourists

Environmental Management

- Development and demonstration of urban park and buffer zone management systems including demonstration of environmental management support sectors like the promotion of renewable energy, mainly in the Botanic Garden
- Serve as a Regional Environment Management Centre for capacity building to conserve local plant diversity.

III. OBJECTIVE

The objective of this assignment is to:

- To prepare Master Plan of entire land parcel of 165 acres.
- To prepare a Detailed Project Report for proposals finalized for 45 acres for the development of Semmozhi Poonga including International Convention Center with Multi Level Parking (MLP), consisting of all designs, considering technical, financial, environmental, social, institutional, regulatory and legal framework.
- To prepare bid documents with packaging and phasing plan for the 45 acres.

IV. SCOPE OF WORK

The scope of this assignment includes but is not limited to:

1. Status report and preliminary report
2. Site appraisal and suitability
3. Site planning & land use planning
4. Botanical garden design
5. Lay out designs and architecture
6. Traffic plan within and adjacent to Semmozhi Poonga
7. Landform and grading
8. Surface drainage design and water management
9. Open space design – hard and soft areas
10. Planting structure
11. Irrigation design
12. Landscape structures and features including aesthetic improvements like sculptures, miniatures, antiques, etc.,
13. Garden furniture design
14. Illumination design (to take into consideration energy efficiency, sustenance aspects)
15. Graphic design and signage
16. Differently abled facilities
17. Preparation of design brief after taking Client's additional instructions if any
18. Designs and site development
19. To prepare master plan, architectural and landscaping designs for the building ensembles and their surroundings identified in the detailed design, detailed landscape designs for parts of the botanic garden, architectural drawings, landscape drawings, structural design and drawings, service plans and estimates, bid documents, etc., complete,
20. Preparation of detailed design drawings to the requirement and satisfaction of the client

21. Providing 2D photos (bird eye views, top views, side views from various directions) for Poonga & International Convention Center with MLP and, 3D walk (upto 5 mins) for Poonga & International Convention Center with MLP through presentation and getting approval of the client
22. Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs
23. Sanitary, plumbing, drainage, irrigation, borewells, water supply and sewerage system detailed designs and drawings including solid waste management
24. Electrical, electronic, communication systems and website design (including ticketing management with payment gateways).
25. Design for appropriate Disaster Management Systems
26. Design for Integrated Botanical Garden Management and Maintenance System
27. Design for Integrated Water Management System catering to all the needs in (Sourcing, conservation, optimal use, smart systems, etc)
28. To conduct geotechnical investigations at least in 10 locations (in locations of Convention centre and other civil infrastructure required based on the Master Plan)and yield analysis for new borewells on as required basis.
29. Provision and system design for security within and outside the entire campus
30. Preparation of detailed drawing for all the designs
31. Preparation of Detailed Project Report including detailed cost estimates along with technical specifications, schedule / bill of quantities, tender documents as per prevailing Government norms for all the main & component works, all other documents which are necessary for calling of tenders and contract documents
32. Preparation of time schedule and resources plan
33. Co-ordination of various external services
34. Any other services that constitute the relevant landscape architectural services

V. DETAILED TASKS

- 1 Detailed topographical survey (10m * 10 m grid) of the site in the immediate vicinity of and as required for creation of botanical garden to a scale and contour interval as decided. The survey shall include all necessary data related to the existing public utility services, lines of streets and pavements, building lines, adjoining properties, restrictions, and boundaries.
- 2 Conduct soil test, hydro-geological survey and such other tests required to provide essential design data from sub-soil conditions. The Consultant shall interpret the soil investigations report and design the appropriate type of foundation for plant development.
- 3 Prepare inventory (baseline) information relating to the existing flora, fauna in the project area.
- 4 Besides topographical survey and soil test, all required data shall be collected to design and create a botanical garden with all support facilities like light, water supply and sewer

arrangements, storm water drains, development of ground water source including rain water harvesting, landscaping, electrical distribution network with back up supply, waste management (including composting for manure) etc.

- 5 Furnish a site evaluation and analysis report with basic approach to create a botanical garden and its related activity services including interaction and external linkages.
- 6 Prepare detailed designs, construction drawings (structural, architectural, urban landscaping, etc.,) and study model with reference to requirement definitions and prepare detailed estimates of cost as per Tamil Nadu PWD latest Schedule of Rates (SoR). In case SoR for a particular item is not available, then the consultants have to obtain at least three market quotations.
- 7 Prepare drawings etc., necessary for submission to statutory bodies for obtaining approval / licences. The client will make necessary applications.
- 8 Preparation of detailed Botanical Garden design specifications, estimates at market ratesf or such of those items of work where Government rates or standard data are not available. Tender documents shall be as per Government norms and subject to “The Tamil Nadu Transparency in Tenders Act, 1998” (as amended from time to time) and “The Tamil Nadu Transparency in Tenders Rules, 2000” (as amended from time to time).
- 9 The Consultant shall provide rate analysis for all items of work which will be subject to scrutiny by the Client. The services will include proposed architectural and botanical detailed designs which would include lay out of internal roads, parking, landscaping signages and integrated botanical garden management system. Prepare bid documents including preparation of pre-qualification criteria for identifying Contractors for works and submit to the Client.
- 10 Prepare and submit complete working drawings and details sufficient for proper execution of works during construction. All the drawings and reports are to be furnished in both soft and hard copies, duly attested.
- 11 The design should be in accordance with the standards prescribed by Botanic Garden Conservation International (BGCI), UK and National Botanical Research Institute, Lucknow, UP (NBGRI).
- 12 The above works shall result in designs not restricting to the following:-
 - (i) City interface along the site and accommodating among others, the following activities;
 - Botanical Park
 - Parking
 - Nature trail, with two lanes i.e. walking inside the Botanic Garden and

- running/jogging in the periphery area.
- (ii) Corridor or Artery, a non-public pathway to park vehicles and load/unload materials. Functions envisaged to be developed along this corridor/artery include:
- Central meeting place
 - Visitor’s centre and Amphi-Theatre
 - Environment and Exhibition Centre
 - Organic restaurant / Food Court
 - Public facilities
 - Natural History Museum, with the Standard of National Museum of Natural History, Government of India and other International Standards
- (iii) Botanical Garden of Western Ghats based landscape, with specific design features. facilities may include;
- A small arboretum for rare and endangered flora of Western Ghats.
 - Herbal Garden
 - Pollinator Garden
 - Aroma Garden
 - Zodiac Garden
 - Rock Garden etc
 - Herbarium
 - Apiculture
 - A green house, Mist Chamber for propagation of seedlings / cuttings
 - Signages indicating the botanical name and family of the tree or plant
 - Small natural playgrounds like labyrinths
 - Ancillary facilities for public use
 - An office building for administrative purposes
 - Consultant to design a logo, signages/information board designs, touch screen information kiosk, digital display to highlight the significant features of the park
- (iv) International Convention Centre (min capacity for 1000 persons) in the 45 acres
- Develop convention center with audio Visual conferencing equipment, facility for high fidelity recording, video projection/ video graphs etc. Design a convention centre consists of 3 halls for the seating capacity of 500, 300 and 200 persons respectively with the following infrastructure facility.
 - Parking facility
 - Accommodation facility for the physically disabled person
 - Exhibition Management Centre
 - Administrative facilities including Internet etc.
 - Technical facilities such as plant room, electric substation, stores, electric power back-up-system, fire hydrant etc.

- Gate complex for stipulating entry and exit.
- Information booths.
- Public Convenience.
- Security office and booths for security arrangements.
- Storage complex for custom storage and handling etc.
- Fire safety arrangements.
- Locker facilities.
- Others required etc.,
- Study the requirements of overall accessibility including approach roads with regard to the proposed layout, space requirements for Convention Centre with shops and other support infrastructure facilities such as communication centers, parking facilities, vehicle circulation for the all the three proposals and suggest methods to provide them along with their costs. The entrance and exit facilities for the vehicles with reference to the nearby main roads are to be suitably planned and provided.
- Suitable site shall be identified within the 45 acres of land.
- Demand assessment shall be carried out for the development of International Convention Centre.
- International Convention Center shall be designed based on Local Architecture and with cultural heritage of Coimbatore region.
- Provide sign boards, Fire Alarm, service lifts, Solar, LED lighting, Lightning systems, Telecommunication and electrical systems have also been provided, as required for the Convention Centre.
- Preparation of plan, elevation and cross sections for three alternatives highlighting salient features for the Convention Centre with their merits and demerits. The layout plans should adhere to all building, land use regulations stipulated by the Corporation or other Statutory Boards/Agencies and should comply with the provisions of relevant Acts as well as codes and standards of various authorities as they affect the project. The dimensions of the shops outlay and the no. of shops that could be proposed in the facility should be acceptable to Coimbatore Corporation. Alternative specifications with various options of construction materials for use in flooring, cladding, joinery (doors, windows, ventilators and facia), plumbing, sanitary and electrical fixtures and their costs shall be provided. Recommendation favoring the use of any specific material shall be made giving the merits and demerits of alternatives.
- The Convention Centre should be designed energy efficient to achieve Platinum Rating as per LEED.
- The Convention Centre design should sync with the design and aesthetics’ of the Semmozhi Poonga.
- Based on the above technical options indicate the rentals chargeable (applicable rentals of the area & considering the facility proposed) and work out the techno-economic feasibility of the project alternatives including Financial feasibility. The financial model for Convention Centre along with Semmozhi Poonga for self-sustaining the Poonga with financial projections over a 20 year period, indicate

- estimates towards operation & maintenance costs, replacement costs, provision for sinking fund, debt servicing. Assumptions are to be justified with relevant illustrations that could be implemented.
- Geo-technical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.
 - The structural designs shall be duly certified by a qualified structural engineer.
 - Standalone Separate DPR for Convention Centre shall be submitted, if required by the Client.

(v) Multi Level Parking (MLP)

- Consultant shall propose MLP based including the detailed design for civil, architectural, structural, electrical, etc. complete with technological options.
- 13 Upon Client's approval / statutory approval and preparation of working drawings, detailed technical & other specifications and schedule / bill of quantities, detailed cost estimate(s), tender documents, contract documents, notice inviting tender(s) and all other documents which are necessary during tendering and preparatory stage.
 - 14 The Consultant shall make any necessary revisions as may be required by the Client in the drawings based on the comments before approval of the Final DPR and bid documents.
 - 15 Wherever possible, consultant to use natural, green, locally available materials for developing the garden. The consultant shall adopt differently abled friendly features in the proposals. (tactile paving/tiles, ramps to access the key features, toilets etc)
 - 16 The physical miniature 3d scale model (4ft * 4ft) should be submitted for the detailed design selected. However, the model should not be sent until it is called for.
 - 17 Stakeholder Consultations: The consultant has to conduct stakeholder consultations at their own cost and prepare a dissemination report and disclosure report.
 - 18 Consultant to prepare Environmental Assessment, Environmental Management Plan and SIA/Resettlement Action Plans, ESMP in line with ESMF of TNUIFSL.
 - 19 Geotechnical Surveys as per relevant I.S / IRC Standards have to be done by consultants to arrive at design parameter for the formation and safe bearing capacity. At all locations proposed for buildings or any structures etc. Minimum of two boreholes for every such installation shall be made to determine the SPT-N values at depth specified in the relevant IS codes, soil samples taken from bore holes should be usually classified, index properties should be determined and presented in along with the Detailed Project report.
 - 20 Explore different sources of funding options for this project.

- 21 List out all the required regulatory clearances, compliance requirements etc.
- 22 Structural Report with authorized structural engineer certification with seal, sign and date in the drawings by the consultants.
- 23 Whenever power point presentation / discussions or otherwise are sought for, the consultants shall make themselves available to various committee / client.
- 24 **Final Bid Documents**

Depending upon the packages and the funding agency, it should contain Package wise Final Bid Documents (45 acres) with the following:

- a) Invitation for bids, Instruction to Bidders, Conditions of contract, Contract data.
- b) Technical Specifications
- c) BoQ for the package including items for EMP
- d) Drawings

VI. TIME FRAME FOR OUTPUTS & PAYMENT SCHEDULE

The overall project implementation schedule is 5 months as detailed below:

| S.No | Outputs | Timeline | Payment % |
|-------------|--|------------------------------------|--|
| | Master Plan for 165 acres | | |
| 1. | Preliminary Report - 165 acres | 21 days from award of consultancy | 10% of award cost |
| 2. | Submission and Approval of Draft Master Plan (2 concepts) – 165 acres | 60 days from award of consultancy | 20% of award cost |
| 3. | Report on Stakeholder Consultation – 165 acres | 90 days from award of consultancy | 5% of award cost |
| 4. | Submission and Approval of Final Master Plan (2 concepts) – 165 acres | 75 days from award of consultancy | 20% of award cost |
| | Of the 165 acres, DPR for 45 acres shall be prepared | | |
| 5. | Submission and Approval of Draft Detailed Project Report (DPR) & Draft Bid Documents | 110 days from award of consultancy | 20% of award cost (10% for Park and 10% for Convention Centre) |
| 6. | Submission and Approval of Final Detailed Project Report (DPR) & Final Bid Documents | 130 days from award of consultancy | 20% of award cost (10% for Park and 10% for Convention Centre) |

| | | | |
|----|---|------------------------------------|---|
| 7. | Miniature and 3D videos for the finalized concept | 150 days from award of consultancy | 5% of award cost (2.5% for Park and 2.5% for Convention Centre) |
|----|---|------------------------------------|---|

- i. 7 copies of all designs, drawings, reports, photographs and other documents (both hard and soft) should be submitted.
- ii. Separate reports shall be prepared and submitted for Semmozhi Poonga and Convention Centre including MLP for the Draft DPR and Final DPR.
- iii. On completion, the Consultant shall supply to the client 10 sets of all final drawings, specifications in hard copy and four sets in soft copy.
- iv. Consultant shall assist to get necessary clearances required for the development of Semmozhi Poonga and International Convention Centre including MLP from various statutory bodies.
- v. Consultant shall assist during the proof checking of the designs by the third party agency appointed by the client if required.
- vi. Copy of the degree certificate / educational qualifications has to be enclosed with the C.V

VII. KEY PROFESSIONALS

The following key professionals are to be engaged by the Firm along with required technical, managerial and support staff. It is expected that Firm will employ qualified and experienced professionals to carry out the entire scope of work.

| S.N. | Specialization | Nos | Requirements |
|------|-------------------------|-----|---|
| 1 | Architect (Team Leader) | 1 | Masters in Architecture with not less than 15 years experience in the planning, designing and implementation of similar projects |
| 2 | Landscape Architect | 1 | Masters in Architecture with specialization in landscape design with not less than 10 years experience in the design and implementation of similar projects |
| 3. | Urban Planner | 1 | Masters in Planning / Urban Planning with not less than 10 years experience urban planning and traffic planning |
| 4 | Horticulturist | 1 | Bachelor degree in Horticulture / Forestry with not less than 10 years experience in design and maintenance of parks and gardens |
| 5 | Botanist | 1 | Masters in Botany with Ph.D. and not less than 10 years experience in design and maintenance of parks and gardens |

| S.N. | Specialization | Nos | Requirements |
|-------------|--------------------------|------------|---|
| 6 | Structural Engineer | 1 | Master's in civil / Structural Engineering with minimum 10 years experience in preparation of DPR and design of civil engineering structures like Convention Centre, Auditorium, etc |
| 7 | Environmental Specialist | 1 | Masters in Environmental Engineering / Environmental Science with minimum 5 years of experience in preparation of Environmental Assessment Report and Environmental Management Plan including cost estimates for Environmental Management Plan / in assessing, planning & implementation in similar assignments, and assignments funded by multilateral agencies. |
| 8 | Social Specialist | 1 | Graduate in Sociology/Social Work/ Development Studies with minimum 5 years of experience in preparation of Social Assessment Reports, Resettlement action Plans, experience in land acquisition and resettlement issues in development projects, experience in social safeguards policies of the multilateral agencies and assignments of similar nature. |

The above team should be supported by adequate number of support staff in the categories of, Germ Plasm Expert, MEP Engineer, Finance Specialist, Procurement Specialist, Civil Engineer, Cad Engineer, Quantity Surveyor and other technical, managerial and support staff till completion of the assignment.

VIII. REVIEW COMMITTEE

A Committee will be constituted by Government of Tamil Nadu to review the progress, reports and monitor performance of the Consultant.

IX. CLIENT'S INPUT AND COUNTERPART PERSONNEL

Enter-upon to Site to be made available to the Consultant by the Client/Coimbatore Corporation: Data available such as reports, plans shall be shared with the consultants. However, the correctness of data shall be confirmed by the consultant. The primary survey and other data collection are the sole responsibility of the consultant.

Annexure - 2

PRE - QUALIFICATION COVER - 1

COVER LETTER

(On the letter head of Consultancy Firm)

1

Date:

To

2

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai – 600 028

3

Subject: Appointment of consultant for preparation of
.....

Dear Sir / Madam,

With reference to your RFP document dated, I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The pre-qualification, technical and financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to TNUIFSL/PDGF any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of TNUIFSL/PDGF to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates or Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Consultancy Firm, nor been expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.
7. I/ We declare that:

- a. I/ We have examined and have no reservations to the RFP Document, including any Addendum / pre-bid minutes issued by PDGF/TNUIFSL.
 - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with PDGF or any other public-sector enterprise or any government, Central or State;
 - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 Consultancy Firms in accordance with the RFP document.
 9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
 10. I /We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. 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.
 12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our Associates or against our MD / CEO or any of our Directors/ Managers/employees.
 13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PDGF/TNUIFSL of the same immediately.
 14. 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 PDGF/TNUIFSL in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
 15. The EMD (Bid Security) of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of demand draft, in accordance with the RFP document.
 16. I /We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/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.

17. I /We agree to keep this offer valid for 90 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I /We certify that we shall have no claim, right or title arising out of any documents or information provided to us by PDGF/TNUIFSL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I /We, _____ (Consultancy Firm's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Consultant.
21. I /We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Consultancy Firm)

Annexure – 2 A

STATEMENT OF LEGAL CAPACITY
(on the letter head of the Consultancy Firm)

Ref.

Date:

To

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai – 600 028

Sub: Appointment of consultant for preparation of.....

Dear Sir,

We hereby confirm that we, the Consultancy Firm, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised 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)

For and on behalf of.....

Annexure – 2 B

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. (name & residential address) 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 Appointment of consultant for preparation in response to the RFP floated by PDGF / TNUIFSL 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 PDGF / TNUIFSL, representing us in all matters before the PDGF / TNUIFSL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the PDGF / TNUIFSL 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 PDGF, 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.....2022

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:

- 1) 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 stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Consultancy Firm should submit for verification the extract of the charter documents and 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 Consultancy Firm.

Annexure – 2 C

Details of Consultancy Firm

(To be submitted on Letterhead of Consultancy Firm)

- 1 a) Name:
- b) Date of Incorporation/Commencement:
2. Brief Description of Company including details of its main line of Business
3. Shareholding of the Consultancy Firm
4. List of Directors:
5. Details of Individual who will serve as the point of contact/communication to Client:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
 - h) Mob No:
 - i) PAN No: Attach Proof
 - j) GST No: Attach Proof
6. Particular of Authorised Signatory of Consultancy Firm:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Mob. No :
 - f) Email Address:
 - g) Fax No:

(Consultancy Firm should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory)

Annexure – 2 D

Financial Qualification of Consultancy Firm

| S. No | Financial Year | Annual Turnover (Rs. In lakh) | Net worth in Rs. |
|-------|----------------|-------------------------------|------------------|
| 1 | 2017-2018 | | |
| 2 | 2018-2019 | | |
| 3 | 2019-2020 | | |

Statutory Auditor (Seal & Signature)

Name of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address:

Note:

The Consultancy Firm shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The Consultancy Firm will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet.

Annexure – 2 E

Eligible Project Experience of Consultancy Firm for Pre-qualification as defined in Clause 7.2.(a)Project in last Ten years

(Following Tables shall be filled in by Consultancy Firm)

Outline of Poonga / Parks and Landscaping assignments on assignments of similar nature:

| <u>SN.</u> | <u>Name of assignment (Poonga / Parks and Landscaping assignments)</u> | <u>Name of project (Eg. Smart City / AMRUT Funded under state or World Bank etc)</u> | <u>Client /Owner or sponsoring authority</u> | <u>Cost of consultancy assignment in Rs.lakhs</u> | <u>Date of commencement</u> | <u>Date of completion</u> | <u>Was assignment satisfactorily completed</u> | <u>Area Developed in acres</u> | <u>Project cost in Rs.crores</u> | <u>Client Certificate enclosed (yes or no)</u> |
|------------|--|--|--|---|-----------------------------|---------------------------|--|--------------------------------|----------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Please attach relevant documents as proof (such as award letter, completion certificate, agreement etc.)(only completed assignments will be taken up for consideration).

Seal / Name & Signature of Authorised Signatory

SUPPLEMENTARY INFORMATION FOR FIRMS

Proposals

- (1) Proposals should include the following information:
 - (a) Technical Proposal
 - (i) Approach or methodology proposed for carrying out the required work.
 - (ii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-2.
 - (iii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3
 - (iv) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curriculum vitae should follow the attached Format (F-4) duly signed by the concerned personnel.
 - (b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form No.F-5 with cost break-up in Form 5A. for the work program indicated in Form F-3.
- (2) **Two sets (Original + Duplicate) of Technical proposals (With Soft copy in Pen drive) and one original of Financial proposal should be submitted to TNUIFSL, 19, T.P. Scheme Road, Raja Annamalai Puram, Chennai – 600 028.**
- (3) Contract Negotiations: The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing (**after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc**), the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the Firms having obtained the second highest score to Contract negotiations and so on.
- (4) Contracts with Team Members. Firms are advised against making firm financial arrangements with prospective team members prior to negotiations.
- (5) Nomination of Experts: Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, PDGF / TNUIFSL will negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, PDGF / TNUIFSL will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.
- (6) Terms of Payment: The mode of payments to be made in consideration of the work to be performed by the firm as per Terms of Reference
- (7) Review: The Review Committee indicated in the ToR will review the reports submitted by the consultants.

TECHNICAL PROPOSAL COVER - 2

FORM F-1

From

To

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai 600 028

Sir:

Consulting services for _____ of _____ Regarding

I/We _____ firm/firms firm/organization herewith enclose Prequalification, Technical and Financial Proposal for selection of my/our firm as firm for _____.

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

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

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

Yours faithfully,

Signature: _____

Full name _____

and address: _____

email id: _____

Phone no: _____

(Authorized Representative)

FORM NO.F-2

(To be attached with Technical Proposal Cover - 2)

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

1.Key / Technical / Managerial Staff

| S. No. | Position | Name | Task assignment |
|--------|-------------|------|-----------------|
| a) | Team Leader | | |
| b) | | | |
| c) | | | |
| d) | All experts | | |

2. Non-Key Staff

| S. No. | Position | Name | Task assignment |
|--------|----------|------|-----------------|
| a) | | | |
| b) | | | |

Seal / Name & Signature of Authorised Signatory

Note: Explain the Role and task of work for each of the key and non-key expert with respect to this assignment.

FORM F-3

(To be attached with Technical Proposal Cover - 2)

WORK PROGRAM AND TIME SCHEDULE

I. WORK PROGRAM FOR THE OUTPUTS / ACTIVITIES

Reports Due and Duration

- 1.
- 2.
- 3.
- 4.
- 5.

Reports Due _____

Activities and Duration

- 1.
- 2.

Activities Duration _____

II. TIME SCHEDULE FOR THE KEY AND NON-KEY EXPERTS

| S. No. | Key Professionals | Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | .. | .. | .. | Total |
|--------|-------------------|------|----------------|---|---|---|---|---|---|----|----|----|-------|
| | | | Months / Weeks | | | | | | | | | | |
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | |
| | Total | | | | | | | | | | | | |

| S. No. | Non-Key Staff | Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | .. | .. | .. | Total |
|--------|---------------|------|----------------|---|---|---|---|---|---|----|----|----|-------|
| | | | Months / Weeks | | | | | | | | | | |
| 1 | | | | | | | | | | | | | |
| .. | | | | | | | | | | | | | |
| .. | | | | | | | | | | | | | |

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

Seal / Name & Signature of Authorised Signatory

FORM F-4

(To be attached with Technical Proposal Cover - 2)

**FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name of staff member: _____

Full name of the authorized representative: _____

FINANCIAL PROPOSAL COVER - 3

FORME-5

SCHEDULE OF PRICE BID
(To be attached with Financial Proposal Cover - 3)

(On the letter head of Consultancy Firm)

Sub: Appointment of Consultant for

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

| Item | Amount in Rupees | |
|--|------------------|--|
| | | |
| Cost of the Financial Proposal | | |
| (1) Remuneration for Key and Non-Key Experts | | |
| (2) Out of Pocket Expenses | | |
| <u>Total Base Cost of the Financial Proposal: A</u> | | |
| <u>GST % : B</u> | | |
| <u>Grand Total (A+B)</u> | | |
| | RS. _____/- | |

(Rupees in Words)

Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, etc., during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Consultancy Firm as given in Form No. F5-A.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).

Signature
Seal of Firm
(Authorized representative)

FORM F5-A

(To be attached with Financial Proposal Cover - 3)

Cost Estimate of Services

I. Remuneration to Staff:

| S. No. | Key Professionals | Name | Rate Amt in Rs | Man Months | Total Cost Amount in Rs |
|--------|-------------------|------|-------------------|---------------|----------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| | Total – A | | | | |

| S. No. | Non-Key Staffs | Name | Rate Amt in Rs | Man Months | Total Cost Amount in Rs |
|--------|----------------|------|-------------------|---------------|----------------------------|
| 1 | | | | | |
| .. | | | | | |
| .. | | | | | |
| .. | | | | | |
| .. | | | | | |
| | Total– B | | | | |

II. Out-of-Pocket Expenses:

| S. No. | | | | | | Total Cost Amount in Rs |
|--------|------------------------------------|------|-------------|-------|------|-------------------------------|
| 1 | Per Diem | Room | Subsistence | Total | Days | |
| | | | | | | |
| 2 | Air Fare | | | | | |
| 3 | Lump Sum Miscellaneous Expenses | | | | | |
| .. | | | | | | |
| .. | | | | | | |
| | Total – C | | | | | |

III. Other Expenses:

| S. No. | | | | | Total Cost Amount in Rs |
|--------|-----------------------------------|--|--|--|----------------------------|
| 1 | Local conveyance | | | | |
| 2 | Printing cost | | | | |
| 3 | Misc. if any | | | | |
| 4 | Topo Survey cost per km | | | | |
| 5 | Geotechnical cost per location | | | | |
| 6 | miniature | | | | |
| .. | | | | | |
| | Total – D | | | | |

Consulting Services

Draft agreement of Contract for this Assignments to be Carried out by Firm

Draft Agreement

To be executed in Rs. 100/- Stamp Paper

Subject: (Name of Assignment)

(Name of Consultant)

PAN :

GST No:

This AGREEMENT (“Agreement”) is executed at Chennai on this __ day of2022 by and between Project Development Grant Fund managed by TNUIFSL (‘Client’) (hereinafter will be referred as Client) having their office at....., Chennai – 600028, and M/s., (‘Consultant’) (hereinafter will be referred as Consultant) having their office located at

1. Set out below are the terms and conditions under which Consultant has agreed to carry out for Client the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Assignment) for 5 months, during the period from _____ to _____ or till the date of completion of the assignment.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the Consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this letter on behalf of Consultant and will terminate on _____, or such other date as mutually agreed between the Client and the Consultant.
7. Payments for the services will not exceed a total amount of Rs. _____.

The Client will pay to Consultant, within 30 days of receipt of invoice

As per ToR

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on Consultant

8. 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 Consultant shall also maintain comprehensive general liability insurance, including Agreemental 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 Consultant shall provide the Client with certification thereof upon request. The risks and the coverage shall be as follows:
 - (a) Third Party liability insurance with a minimum coverage of Value of assignment [Award cost];
 - (b) Professional liability insurance, with a minimum coverage of Value of assignment [Award cost];
 - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The Consultant shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Consultant under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
12. All final reports, plans, specifications, analysis and other documents or software submitted by the Consultant in the performance of the Services shall become and remain the property of the Client. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
13. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
14. The Consultant will not assign this Agreement or sub-Agreement or any portion of it without the Client's prior written Consent.
15. The Consultant shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
16. The Consultant also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client written permission.

17. SETTLEMENT OF DISPUTES

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

17.2. Miscellaneous. In any arbitration proceeding hereunder:

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

18. This Agreement may be terminated by either Party as per provisions set up below:

a. By the Client

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

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Services:

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

19. Force Majeure:

- a. Definition** 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 makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

- b. No Breach of Agreement** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

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

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

Any period within which a Party shall, pursuant to this 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.

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

- (a) demobilize and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Agreement.

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

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

20. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English.

21. The jurisdiction of court will be at Chennai.

22. Conflict of Interests: The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, 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 in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

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

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

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

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

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

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

Place:
Date:

(Signature of Authorized Representative
on behalf of the Consultant)

(Signature of Authorized Representative
on behalf of the Client)

.....

.....

LIST OF ANNEXES TO AGREEMENT

Annex 1: Terms of Reference

Annex 2: Consultant Personnel and their tasks

Annex 3: Consultant's Reporting Obligations

Annex 4: Work Schedule

Annex 5: Key-person Schedule

Annex 6: Minutes of Negotiations

Annex 7: Letter of Award

Annex 5: Performance Guarantee

Bank Guarantee for Performance Security

To

Project Development Grant Fund
No.19, T.P.Scheme Road
Raja Annamalai Puram
Chennai – 600 028

In consideration of Project Development Grant Fund (PDGF) acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Services for

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

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

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

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

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2022