



REQUEST FOR PROPOSAL (RFP)

SMALL ASSIGNMENTS

Firms/Organizations

Lump sum

Least Cost

LETTER OF INVITATION

Dear Sirs,

Subject: Transaction Advisors are invited for developing concept document and identify the executor through BOT operations at East Coast Road in Chennai

1. You are hereby invited to submit technical and financial proposals for consultancy services required for transaction advisors for developing a concept document and identify the executor through BOT operations at East Coast Road in Chennai, which could form the basis for future negotiations and ultimately a contract between your firm and Tamil Nadu Tourism.
2. The purpose of this assignment is to:
 - develop a feasibility study ,
 - preparation of RFP / Concession agreements and
 - assist Tamil Nadu Tourism in the bid process.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Qualification criteria for consultants, including a suggested format (Annexure 2);
 - (c) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 3); and
 - (d) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 4).
4. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the site / land, before the proposal is submitted. Your representative may meet the following officials:

Joint Director - Tourism
Tamil Nadu Tourism
Tamil Nadu Tourism Complex, No. 2, Wallajah Road,
Near Kalaivanar Arangam, Chennai – 600 002

Ph: 044 – 2538 8785 / 2536 1640, email: ttdc@vsnl.com, web site: www.tamilnadutourism.org.

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

6. A pre-proposal conference open to all prospective consultants will be held on 26.06.2009 @ 1500 hrs in the conference hall of TNUIFSL. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.

7. **The Submission of Proposals:** The proposals shall be submitted in three parts, viz., Pre qualification, Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."
- 7.1 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 consultants (Annexure-2), supplementary information for consultants (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.
- 7.2 The second envelope, viz., **Cover-2** marked "**Technical proposal**" must also be sealed with sealing wax and initialed twice across the seal and should contain information required in Annexure 3 viz., supplementary information for consultants.
- 7.3 The first and second envelopes should not contain any cost information whatsoever. The third envelope viz., **Cover-3** marked '**FINANCIAL PROPOSAL**' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed break down of costs and fees as follows:

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

All the sealed envelopes (Cover1, Cover 2 and Cover3) should again be placed in a sealed cover which will be received in the office of the **Tamil Nadu Urban Infrastructure Financial Services Limited (TNUIFSL), First Floor, Vairam Complex, 112, Theyagaraya Road, T. Nagar, Chennai – 600 017, up to 15.00 hours on 20.07.2009.**

7.4 **Opening of proposal**

The proposals (first envelope (cover 1) containing pre-qualification criteria only) will be opened by MD & CEO or his authorized representative in his office **at 15.30 hours on 20.07.2009**. 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 consultants.

8. **Evaluation**

- 8.1 A three-stage procedure will be adopted in evaluating the proposals:
- i) a pre qualification of consultants will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 3)
 - ii) a technical evaluation, which will be carried out prior to opening any financial proposal;
 - iii) a financial evaluation.

8.2 Eligibility / Pre qualification criteria

Firms who have the following qualifications may submit the proposal –

- 8.2.1 (i) Consultants who have done at least two assignments as transaction advisors for Tourism related project in the last 5 years.
- (ii) Average annual turnover of Rs. 3.00 crores from consultancies on tourism related projects.

Eligible firm's proposals will only 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.

8.3 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
- (ii) the qualifications of key staff proposed for the assignment (75 points).

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 80% 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.

8.4 Financial Proposal

8.4.1 Opening:

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

- 8.4.2 Evaluation:
The evaluation committee will determine if the financial proposals are complete and without computational errors.
- 8.5 The Consultant quoting lowest will be invited for negotiations.
9. **Negotiations**
- 9.1 Negotiations normally take a day. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.
- 9.2 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), consultancy fee, 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. Special attention will be paid to optimize the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 9.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates **(negotiation of the unit rates, including the man month rates, etc.)**.
- 9.4 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis these staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 9.6 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.
- 9.7 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the next lowest quoted to Contract negotiations.
10. Please note that the TNUIFSL / Tamil Nadu Tourism are not bound to select any of the firms submitting proposals.
11. It is estimated that about 6 man-months 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.
12. You are requested to hold your proposal valid for 120 days from the date of submission without change the personnel proposed for the assignment and your proposed price. The TNUIFSL / Tamil Nadu Tourism will make its best efforts to select a consultant firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to sites, if any is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in August / September 2009, you will be expected to take-up/commence with the assignment in August / September 2009.

15. We wish to remind you that any manufacturing or construction firm, with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However, joint ventures between firms on the participating are not permitted. The request for a joint venture should be accompanied with full details of the proposed association and confirming joint and several liabilities.
17. 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.
18. Please note that the fees should be quoted in Indian Rupees only.

Yours faithfully,

Sd/-
Managing Director
TNUIFSL

Enclosures:

1. Terms of Reference.
2. Pre - qualification criteria for consultants
3. Supplementary Information to Consultants.
4. Draft contract under which service will be performed.

TERMS OF REFERENCE FOR TRANSACTION ADVISORS FOR DEVELOPING CONCEPT DOCUMENT AND STRUCTURING A “MINIATURE TAMIL NADU” THROUGH BOT OPERATIONS AT EAST COAST ROAD IN CHENNAI

1. Introduction:

Tamil Nadu Tourism proposes to set up a new village viz. Miniature Tamil Nadu. It is a concept to integrate Tamil culture, nativity, heritage and resort facilities under one roof. This project has special features of Tamil Nadu State in one place and motivates the tourists to explore them according to their interest. Being a prestigious project the intention is to develop a concept document and identify the executor through BOT operations at East Coast Road, in 50 acres of land in Chennai. In this regard, Tamil Nadu Tourism now intends to appoint consultant for developing a concept document for “Miniature Tamil Nadu”, develop feasibility studies, preparation of bid documents and assisting the client in the process of identifying a BOT operator. Tamil Nadu Tourism has sought the technical assistance of TNUIFSL in this regard.

2. Objectives:

The objectives of this assignment are to

- a) develop a concept document and feasibility study,
- b) preparation of RFP / Concession agreements and
- c) assist TNHB in the bid process.

3. Detailed Scope of work:

The scope of work of the consultants includes but is not limited to-

- i. Develop a concept document about “Miniature Tamil Nadu”.
- ii. Develop a feasibility study providing inputs to defining a bid and associated pre conditions prior to issue of the Bid documents / RFP. The output would include:-
- iii. Possible methods of project design and implementation for consideration by the client
- iv. Preparation of Expression of Interest, bid documents / Concession agreements for the selected revenue model and implementation option and
- v. Assist Client in the bid process
- vi. The feasibility should incorporate international best practices in design of similar facilities.

4. Outputs and related payment schedule:

S.No.	Stage of Report	Time line	Payment
1	Submission and acceptance of Concept Document / Report		
	a) Interim Concept Document / Report	30 days from the date of LOI	15%
	b) Final Concept Document / Report	30 days from the date of approval of interim report	15%
2	Submission and acceptance of feasibility report	30 days from the date of acceptance of concept document / report	25%
3	a)Submission and acceptance of Advertisement notice inviting Expression of Interest / RFQ, and	a) Five days from approval of feasibility report and	10%
	b) Approval of evaluation of EOI / RFQ	b) 45 days from the date of publication of EOI / RFQ	
4	Submission and acceptance of bid documents RFP/RFQ & concession agreement	15 days from the date of evaluation of EOI / RFQ	10%
5	Completion of pre-bid meeting and issue of additional clarifications and response to bidder queries	Two weeks from the date of RFP	10%
6	Submission and approval of bid evaluation report	One week from the date of bid opening by implementing authority	10%
7	Finalization of agreement to be entered into by implementing authority with successful bidder	Two weeks from the date of bid evaluation report	5%

Note: The amount to be quoted by the consultant is for one issue of EOI / RFQ and RFP and one set of bid evaluation. If there is a need for reissue of RFP, it will be considered as an additional work and 10% of the contract value towards repetition of out put no; 6 alone will be paid to the same consultant

The consultant should submit five copies of all the above reports along with soft copy (MS word, Excel, PDF) of the report for review.

5. Review Committee: A committee will be formed to review the reports submitted by the consultant.

6. Key professionals:

1. Team Leader – Tourism Expert - A Master's degree with at least 10 years of experience in Tourism Development activities.
2. Contract Specialist – A post graduate engineer or Legal graduate with at least 7 years of experience in developing contracts for tourism projects, especially PPP contracts
3. Financial Specialist – A post graduate in Finance with specialization and at least 10 years of experience, especially in Tourism related financial models on a PPP mode.
4. Historian – A master's degree with 10 years experience / exposure in heritage of Tamil Nadu. And capability to showcase heritage structures / sites
5. Cultural Expert: A master's degree with 10 years experience, conversant with performing arts of Tamil Nadu.
6. Adequate support staff may be brought in by the consultants

PRE - QUALIFICATION CRITERIA FOR CONSULTANTS

- I. Brief description of organization

- II. Outline of recent experience of assignments as transaction advisors:
 - a. Name of the assignment
 - b. Name of the project
 - c. Name of the owner or sponsoring authority
 - d. Brief description of assignment

- III. Cost of assignment (Fees)

- IV. Area of Tourism developed as part of assignment

- V. Mention the model advised for execution (PPP/BOT/BOOT/others)

- VI. Attach Client certificate for completion of project
 - a. Date of commencement
 - b. Date of completion
 - c. Client certificate attached Yes / No

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

- (1) Proposals should include the following information:
 - (a) Technical Proposal
 - (i) Any comments or suggestions of the consultant on the Terms of Reference (TOR).
 - (ii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
 - (iii) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
 - (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-5) duly signed by the concerned personnel.
 - (v) The consultant's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).
 - (b) Financial Proposals

The financial proposals should include the following:

 - (i) Schedule of Price Bid in Form No.F-6 with cost break-up.
 - (ii) Work program and time schedule for key personnel in Form No.F-7.
- (2) **Two copies of the proposals should be submitted to TNUIFSL**
- (3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as per Terms of Reference

Note: All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages.

(5) Review of reports

A review committee will be formed to review the reports submitted by the consultants and suggest any modifications/changes considered necessary within 15 days of receipt.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of — — — — Regarding

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

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

FORM F-2

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. No.	Item	Monthwise Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

1. Feasibility Study
 2. Preparation of Expression of Interest } As indicated under TOR
 3. Draft Bid documents / Concession agreements }
4. Final Bid documents
 5. Bid evaluation reports
 6. Signing of contract between the operator and implementing agency
- C. A short note on the line of approach and methodology outlining various steps for performing the study.
- D. Comments or suggestions on "Terms of Reference."

FORM NO.F-3

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

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment
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2. Support Staff

Sl.No.	Name	Position	Task assignment
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FORM F-4

SUGGESTED FORMAT OF CURRICULUM VITAE

FOR MEMBERS OF CONSULTANT'S TEAM

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

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

7. Education:

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

8. Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:

Attested by Consultant firm

(If both signatures are not duly signed in the respective curriculum vitae, the proposal will not be considered for evaluation)

FORM NO.F-5

SCHEDULE OF PRICE BID

<u>Items</u>	<u>Amount</u>	
	<u>In figures</u>	<u>In words</u>
1. Consultancy services for ----- -----		

Signature of Consultant
(Authorized representative)

Cost Estimate of Services

Remuneration of Staff

<u>Staff</u>	<u>Name</u>	<u>Daily (Monthly) Rate</u> <u>(in currency)</u>	<u>Working Days</u> <u>(Months)</u>	<u>Total Cost</u> <u>(in currency)</u>
a) Team Leader			_____	
b) "			_____	
c) "			_____	
			Sub-Total (Staff)	_____

Out-of-Pocket Expenses:

a) Per Diem: ¹	Room	Subsistence <u>Cost</u>	Total		Days	
			_____	_____		_____
b) Air fare:						_____
c) Lump Sum Miscellaneous Expenses: ²						_____
			Sub-Total (Out-of-Pocket)			_____
Contingency Charges:						_____

TOTAL COST ESTIMATE

2 Per Diem is fixed per calendar day and need not be supported by receipts.

3 To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

FORM F-6

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

<u>Name</u>	<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>Number of</u> <u>months</u>
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Total

Reports Due/Activities and Duration

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Field Full Time _____
Reports Due _____
Activities Duration _____

Part time

Consulting Services

Draft Letter of Agreement for Small Assignments Carried out by Consultants

Subject: (Name of Assignment)
(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ .
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this 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 Terms of Reference.
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 (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants).
7. Payments for the services will not exceed an total amount of Rs. _____.

The (Name of Client) will pay (Name of Consultant), payable within 30 days of receipt of invoice as follows:

= a remuneration of

Amount	Currency
.....
.....

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

8. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection

with, the services which result from the fault of the [Name of Consultants] or its staff. The [Name of Consultants] shall provide the (Name of Borrower) with certification thereof upon request.

9. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Consultants agree that any manufacturing or construction firm with which they might be associated with will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
12. 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.
13. The consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
15. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this 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 (Name of Client) written permission.
16. 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.

Place:

Date:(Signature of Authorized Representative
..... on behalf of Consultant)
.....
.....(Signature & Name of the Client's Representative)

LIST OF ANNEXES (to contact agreement)

Annex A:	Terms of Reference and Scope of Services
Annex B:	Consultant's Personnel
Annex C:	Consultant's Reporting Obligations