



**TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LTD  
(TIDCO)**

**Request for Proposal (RFP)**

**For**

**Selection of Consultants For Master Plan, Detailed Engineering And Project  
Management Consultancy services for development of basic infrastructure at  
Kovilpati Airstrip**

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**Reference No. TIDCO/TNDIC/FTO/KOVILPATTI/2024-25**

**Managing Director**

**Tamil Nadu Industrial Development Corp. Ltd,**

**19-A, Rukmini Lakshmi pathi Salai**

**Egmore, Chennai –600 008**

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**September 2024**

## **Disclaimer**

Information contained in this Request for Proposal (“RFP”) document and/or subsequently provided to Bidders, whether verbally and/or in documentary form by or on behalf of Tamilnadu Industrial Development Corporation Ltd. (TIDCO) or any of its employees or advisors (collectively referred to as “TIDCO Representatives”), is provided to the Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by TIDCO to any other party. The purpose of this RFP document is to provide interested parties with information to enable formulation of their proposal.

This RFP document does not purport to contain all the information each Bidder may require. The Bidders should conduct their own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. TIDCO Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, award of the assignment, the information and any other information supplied by or on behalf of TIDCO or otherwise arising in any way from selection process. The prospective Bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act relevant for the working of the Bidder’s staff. Under no circumstances TIDCO will be responsible for any non-compliance with statutory requirements of the bidder’s staff.

TIDCO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document from time-to-time, after intimating the same to the Bidders. TIDCO reserves the right to accept or reject any or all proposals without giving any reasons. Bidding process shall be governed by Laws of India and Courts at the State of Tamil Nadu will have jurisdiction over matter concerning and arising out of this RFP document.

## Letter of Consent

### e- Tendering

1. I/we agree to abide by all the detailed specifications, terms and conditions stipulated by the Tamilnadu Industrial Development Corporation Limited (TIDCO), which I/we have read and understood.
2. I/we certify that I/we have fully read and understood the instructions to bidders for online bid submission given by TIDCO and any lapse to properly submit the bids result in rejection of the bid submitted.
3. I/we certify that the tender is offered without any alteration / addition / omission.
4. I/we certify that all the conditions of the tender are accepted.
5. I/we agree that TIDCO is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.
6. I/we agree that TIDCO has the right to change the schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e-tender.
7. I/we certify that I/we are responsible for the uploading of correct copies of scanned documents as per the e-tender procedure of TIDCO & I/we understand that any error in doing so my / our tender may be summarily rejected by TIDCO.
8. In the event of failure on my / our part to comply with all the requirements mentioned in this tender document, I / we unconditionally agree that TIDCO is at its liberty to reject my / our tender.

Signature of Tenderer

## **e-TENDERING – Instructions to Bidder for Online Submission**

1. The above tender notice is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The intending bidder may visit <https://tntenders.gov.in> website & upload the tender documents on or before the due date and time as mentioned in the Data Sheet.
  - a. The Bidders should download the documents which is digitally signed only from this website <https://tntenders.gov.in>.
  - b. The downloaded documents should be converted to word document and edited at suitable places for filling the required information like
    - i. Letter of consent.
    - ii. Letter of application.
    - iii. Financial proposal.
  - c. The necessary download option for free software converting .pdf to Ms word format is available on the website itself.
3. The bidders are requested to digitally sign the Bid Document and convert them to .pdf format.
4. Bidders are requested to use the Digital Signature (e-token) for Registration for e-submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the following list of documents are also to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to .pdf form.
  - a. Earnest Money Deposit: -
    - i. The online payment Gateway has been enabled for TIDCO in TN Tenders Portal (<https://tntenders.gov.in>). All the payments for the tenders like EMD etc., will be carried out by the Bidders only through online payment mode.
    - ii. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.
  - b. The other needed documents like Registration details, Experience / Completion Certificates, Annual turnover / Balance sheet, Income tax, Sales Tax Verification certificate, GST Registration (as mentioned).
  - c. All the necessary documents mentioned above may be joined together and converted to zip files and uploaded as single file on the website.
6. The Digital Signature Certificate / e-token may be obtained by the bidders individually at the risk and cost of the bidder.

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## A. LETTER OF INVITATION

27 September-2024

Sir / Madam,

Sub: RFP for the Consultants For Master Plan, Detailed Engineering And Project Management Consultancy services at Kovilpatti airstrip Thoothukudi district in Tamil Nadu.

Government of Tamil Nadu has mandated Tamil Nadu Industrial Development Corporation Limited (TIDCO) to establish Flying Training Organization (FTO) at Kovilpatti airstrip Thoothukudi district. In this regard, TIDCO intends to select a consultant to prepare a master plan, detailed engineering and to monitor the implementation activities.

Interested Consultants can download the RFP from the website [www.tidco.com](http://www.tidco.com) and <https://tntenders.gov.in>. The Terms of Reference, Qualification criteria, terms and conditions including evaluation criteria and other conditions are provided in the RFP.

The Request for Proposal (RFP) includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Bidders
- Section 3 - Data Sheet
- Section 4 – Background to the RFP
- Section 5 – Eligibility criteria and evaluation methodology
- Section 6 - Terms of Reference
- Section 7 - Standard Forms

We hereby request you to kindly submit the bids duly completed as per the requirements of this RFP on or before 3:00 PM on 21.10.2024

Thanking You,

Yours faithfully,

Managing Director,

Tamilnadu Industrial Development Corporation Limited,

19A, Rukmini Lakshmi pathi Salai,

Egmore, Chennai-600 008.

## B. INFORMATION TO BIDDERS

### 1. GENERAL

- 1.1. The TIDCO/Client will select a Successful Bidder/consultant from among those who responded to the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet. The detailed description of the objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in this RFP. The bidder, for participation in the selection process, may be a single entity or a group of entities (a "Consortium" where the number of members in a consortium shall not exceed 2 (two)), coming together to execute the assignment. The term bidder means the Single Entity or the Consortium, as the case may be. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2. In case of Consortium, the bidder who form part of the consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project; and the bid security of both the consortiums shall be forfeited.
- 1.3. In case of Consortium, it shall comply with the following additional requirements:
  - i. Number of members in a consortium shall not exceed 2 (two).
  - ii. The Proposal/Application should contain the information required for both member of the Consortium; The Application should include a brief description of the roles and responsibilities of individual members.
  - iii. Members of the Consortium shall mutually nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by both members of the Consortium.
  - iv. Members of the Consortium shall enter into a binding "Joint Bidding Agreement", for the purpose of submitting a Proposal. The Joint Bidding Agreement is to be submitted along with the Application. The duties, responsibilities and powers of Lead firm and each firm shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Firm would be authorised to incur liabilities and to receive instructions and payments for on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of the Assignment.
  - v. No change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful bidder is a consortium)
- 1.4. TIDCO will select a consultant/ Successful Bidder among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the RFP.
- 1.5. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the /bidder under each phase must be to the satisfaction of TIDCO before beginning the work for the next phase.
- 1.6. The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions,/bidder may visit TIDCO before submitting a Proposal. The Bidder may contact the official named in the Data Sheet to obtain any relevant / additional information on the Assignment.



- 1.7. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the sites & or TIDCO are not reimbursable as a direct cost of the Assignment; and (ii) TIDCO is not bound to accept any of the Proposals submitted.
- 1.8. TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.
- 1.9. TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of any Force Majeure events that may be decided solely at the discretion of TIDCO. In case of termination of the contract on the ground of negligence the compensation shall be restricted to the amount of work done by the Client and no claim whatsoever for any compensation shall be entertained by TIDCO. Further in case of termination of contract due to fraud or voluntarily non-compliance after reminders, then TIDCO may take appropriate action against the Performance security and will stop the payment.
- 1.10. A Bid Security for an amount of Rs. 1,00,000 /- (One lakh only) will be carried out by the Bidders only through online payment mode (<https://tntenders.gov.in>). The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway.
  - i. Bid Security shall be paid via (tntenders.gov.in) only.
  - ii. Bank Guarantee/DD will not be accepted towards Earnest Money Deposit
  - iii. Any Bid not accompanied by the Bid Security but accompanied by an Exemption (MSME or other applicable exemptions along with proofs) shall be verified before declaring as a responsive bidder.
  - iv. The bank transaction details submitted along with the proposal i.e., Technical Bid (Pre-qualification tender application) not accompanied with the scanned copy of bank transaction details of Bid Security will be rejected as Non-Responsive Tender.
  - v. Bid Security of the unsuccessful bidders shall be refunded through e-procurement portal.
  - vi. The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required Performance Security and signed the contract.
  - vii. If the tenderer withdraws his bid after issue of work order or after acceptance of work order or failure to execute the contract or fails to pay the required Performance Security amount within the time specified in the work order, the Bid Security submitted with the Technical Bid will be forfeited.
  - viii. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
  - ix. TIDCO is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1. Bidder may request clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to TIDCO's address indicated in the Data Sheet. TIDCO's responses to the pre-bid queries would be uploaded on <https://tntenders.gov.in> & <https://tidco.com>
- 2.2. At any time before the submission of Proposals, TIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by issuing an Addendum/Corrigendum. Addenda/ Corrigenda shall be uploaded on <https://tntenders.gov.in> & <https://tidco.com>. TIDCO may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.

## 3. PREPARATION OF PROPOSAL

- 3.1. Bidder is requested to submit a Proposal written in the English language.
- 3.2. The original proposal (technical and financial) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 3.3. TIDCO reserves the right to accept or reject any proposal without assigning any reason and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in the RFP.

### TECHNICAL PROPOSAL

- 3.4. In preparing the Technical Proposal, bidder are expected to examine all the documents given in this RFP in detail. Material deficiencies in providing the information requested may result in rejection of Proposal.
- 3.5. While preparing the Technical Proposal, bidder must give particular attention to the following:
  - i. 50% of the project team composition should be permanent employees of the sole firm.
  - ii. Proposed Project Core Team members must have the minimum years of experience indicated in **SELECTION PROCESS** of the RFP.
  - iii. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - iv. Bidder is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. TIDCO reserves the right to request a workload projection (including time spent on other projects) for the key staff.
  - v. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

- vi. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
  - vii. The key personnel shall remain available for the period as indicated in the RFP.
  - viii. Each CV needs to have been signed by the key personnel and countersigned by the Authorised Signatory of the Bidder. At the time of submission of bid proposal, scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both cases, original counter signature of Authorised Signatory shall be required in original.
  - ix. TIDCO's certifications or contract copy for the projects listed under the experience section must contain the project attributes (size, fee, duration etc.) and the scope of work on the projects.
- 3.6. Bidder should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.
- 3.7. If the Bidder being a Consortium is qualified on the strength of the experience of a member which is a foreign company or Indian company/ entity, requisite key personnel from that foreign company or Indian company/ entity shall be fielded.
- 3.8. Bidder should note the Proposal Submission Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by TIDCO, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Submission Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, TIDCO reserves the right to seek clarifications on any aspects.
- 3.9. The Proposal shall be accompanied by a certified copy of a legally binding Joint Bidding Agreement in case of JV/consortium, in the format provided in this RFP, signed by all firms/entities.
- 3.10. The Technical Proposal should provide the following information using the attached Standard Forms:
- i. A brief description of the bidder's organization
  - ii. Recent assignments of similar nature, the outline indicating inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
  - iii. Detailed Approach and Methodology and Activity Schedule for undertaking the current Assignment.
  - iv. List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member.
  - v. CVs signed by the proposed key professional staff and the Authorised Signatory of the Bidder submitting the proposal.
- 3.11. The Technical Proposal shall not include any financial information.

## **FINANCIAL PROPOSAL**

- 3.12. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the Standard Forms provided in this RFP.
- 3.13. The Financial Proposal should be a lump sum proposal inclusive of all the costs except applicable taxes associated with the assignment. Bidder shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the Bidder.
- 3.14. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the professional staff proposed for the assignment. TIDCO will make its best effort to complete negotiations within this period. If TIDCO wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

#### 4. PRE-BID MEETING

- 4.1. Pre-bid Meeting of the Bidders will be convened at the date, time, place and mode of the meeting indicated in the data sheet. A maximum of two representatives of each firm interested in bidding will be allowed to participate on production of an authorisation letter from the respective Firms. During pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of TIDCO. TIDCO will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

#### 5. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 5.1. The bid should be submitted through <https://tntenders.gov.in> portal only.
- 5.2. Tenders should be submitted in two parts: Technical bid and Financial bid.
- 5.3. Tenderers should ensure submission of all documents along Technical and Financial bid as per the RFP.
- 5.4. The Technical Bid (i.e.) Pre-Qualification Tender together with the bank transaction details for payment of Bid Security shall be submitted. The Financial bid should be prepared as per the financial bid Format.
- 5.5. Proposals must be submitted on or before the date indicated in "Section 3 – Data Sheet" through <https://tntenders.gov.in>.
- 5.6. The Price should be quoted in the Financial bid only, in case found in Technical bid the tender will be rejected.
- 5.7. Evaluators of Technical bids shall have no access to the Financial bid until the technical evaluation, including its approval by Competent Authority is obtained.
- 5.8. From the time the Proposals are opened to the time the Contract is awarded, if any bidder wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

- 5.9. Prior to evaluation of Proposals, TIDCO will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 5.10. The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with 70% weightage to Technical Proposal and 30% weightage to Financial Proposal.
- 5.11. As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in the RFP. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 5.12. TIDCO reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in the RFP.

## 6. TECHNICAL PROPOSAL EVALUATION

- 6.1. The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and point system specified in the RFP. Each responsive proposal will be given a mark (T). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.
- 6.2. In this stage, Technical Proposal will be evaluated on the basis of bidder's experience, proposed approach and methodology and Work Plan, and the experience of Key Persons. Only those bidder's whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. The bidder who secures highest marks (TH) shall be given a technical score of 100. The technical scores of other bidders shall be computed as follows:

$$\text{Technical score of the bidder } ST = 100 \times (T / TH)$$

T= Marks secured by the respective Bidder

TH= Highest Marks secured.

### SHORT LISTING OF CONSULTANTS

- 6.3. Consultants scoring 70 or more marks in technical evaluation shall be qualified and short-listed for financial evaluation in the next stage.
- 6.4. After the evaluation of quality is completed, TIDCO shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference and those bids that were summarily rejected and the same may be published in the portal <https://tntenders.gov.in>.
- 6.5. TIDCO shall simultaneously notify the consultants that have secured the minimum qualifying mark or more, indicating the date and time set for opening the Financial Proposals.

## **OPENING OF BIDS**

- 6.6. All Technical Bids received online by the due date and time will be opened online at TIDCO Office in the presence of TIDCO Tender Committee members, Bidder's designated representatives and anyone who chooses to attend. This can also be viewed by the Bidders online.
- 6.7. The Financial Bids shall remain unopened in the e-Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- 6.8. In all cases, the technical bid without the bank transaction details for bid security payment will be declared non responsive and summarily rejected.
- 6.9. The Bidders' names, the presence of Bid security, and such other details as the Committee members may consider appropriate, will be recorded as Technical Part Bid opening summary.
- 6.10. The Technical Bid opening summary will be uploaded on the e Procurement Portal. Only Technical Bids that are opened at Bid opening shall be considered for further evaluation.
- 6.11. In the event of the specified date of bid opening being declared a holiday, the bids will be opened at the appointed time and location on the next working day.

## **EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS RANKING**

- 6.12. The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and other relevant eligibility if any specified in the RFP.
- 6.13. Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- 6.14. TIDCO tender committee will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents.
- 6.15. After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Financial bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- 6.16. Following the results of evaluation of the Technical Bid being made public, TIDCO shall notify Bidders whose Technical Bids have been evaluated as substantially responsive as under: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) notify them of the date and time of the online/public opening of the Financial bids; and (c) their Financial bid will be opened online.
- 6.17. The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- 6.18. During the detailed evaluation of Financial Bid, the substantial responsiveness of the Bids will be further determined with respect to those bid conditions that were not examined in evaluation of technical Bids, i.e., Financial Part, and Priced Bill of Quantities.
- 6.19. If a Bid is not substantially responsive, it will be rejected by TIDCO, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

- 6.20. In the next stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (F). The evaluation committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Financial Proposal with lowest cost (FL) will be given a financial score (SF) of 100. The Financial Scores of other proposal will be computed as follows:

$$\text{Financial score of the bidder SF} = 100 \times (\text{FL} / \text{F})$$

(F = Amount of Financial Proposal)

- 6.21. TIDCO shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the highest score.

### **VALUATION METHODOLOGY AND RANKING**

- 6.22. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$\text{Combined score S} = \text{ST} \times \text{TW} + \text{SF} \times \text{FW}$$

Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposals that shall be 0.70 and 0.30 respectively.

- 6.23. The bidder having the highest Combined Score (S) shall be declared as first ranked Bidder.

## **7. NEGOTIATIONS**

- 7.1. Negotiations will be held at the address indicated on the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TIDCO and firm will then work out final Terms of Reference, staffing, and charts indicating activities, staff, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract.
- 7.2. Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, TIDCO expects to negotiate a contract on the basis of the availability of experts named in the Proposal. Before contract negotiations, TIDCO will require assurances that the experts will be actually available. TIDCO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the bidder may be disqualified.
- 7.3. Negotiation will be carried with the First ranked bidder based on the decision of the authority. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, TIDCO and the firm will sign the agreed contract. TIDCO reserves the right to conduct negotiations on the financial proposal as well.

## 8. AWARD OF CONTRACT

- 8.1. A Letter of Award (LOA) will be issued after negotiations and the same will be notified in the e-procurement portal.
- 8.2. A Letter of Award (the “LoA”) will be issued, in duplicate, by TIDCO to the successful bidder and the successful bidder shall, within 5 (Five) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received within the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder.
- 8.3. **Performance Security:** Performance security equivalent to 5% (Five percent) of the total cost of Financial Proposal shall be furnished from a Nationalized / Scheduled Bank, within 10 working days from the date of issue of LoA before signing of the contract, in the form of a Bank Guarantee in the format specified. The Performance Security will be retained by TIDCO until the completion of the Assignment by the Consultant and will be released 180 (One Hundred Eighty) days after the successful completion of the Assignment.
- 8.4. **Execution of Contract:** The Successful Bidder shall execute the contract within 7 (seven) days from the date of furnishing the performance security. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in Milestone Payments specified in the RFP.
- 8.5. **Commencement of Assignment:** The Consultant shall commence the Services from 7 (seven) days from the Date of signing of contract.

If the Consultant/Successful Bidder fails to furnish Performance security or and sign the Contract or commence the assignment as specified herein, TIDCO may take appropriate action against the Bid Security and/ or the Performance Security, as the case may be and the letter of Award will be terminated by TIDCO.

## 9. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## 10. FRAUD AND CORRUPT PRACTICES

- 10.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TIDCO will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, TIDCO will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.
- 10.2. Without prejudice to the rights of TIDCO under the Clause herein-above, the rights and remedies which TIDCO may have under the LOA or the contract, if a Bidder or Consultant, as the case may be, is found by TIDCO to have directly or indirectly or through an agent, engaged



or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the contract, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by TIDCO during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by TIDCO to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

10.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “corrupt practice” means (i) offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TIDCO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TIDCO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the contract, who at any time has been or is a legal, financial or technical consultant/ adviser of TIDCO in relation to any matter concerning the Project;
- ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
- iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by TIDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 11. DISPUTE RESOLUTION & JURISDICTION OF THE COURT

11.1. The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. For any dispute arising out of this Contract, only the Courts in Chennai shall have jurisdiction to settle such disputes.

## 12. FORCE MAJEURE

12.1. If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

## 13. MISCELLANEOUS

- 13.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 13.2. TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
  - ii. Consult with any Bidder to receive clarification or further information.
  - iii. Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
  - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 13.3. All documents and other information provided by TIDCO or submitted by a Bidder to TIDCO shall remain or become the property of TIDCO. Bidders are to treat all information as strictly confidential. TIDCO will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to TIDCO in relation to the consultancy shall be the property of TIDCO.
- 13.4. TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.
- 13.5. Bidders should make necessary presentations for TIDCO and Govt. of Tamil Nadu as and when required by TIDCO.

### C. DATA SHEET

1. Name of the Assignment: Request for proposal for Selection of Consultants For Master Plan, Detailed Engineering And Project Management Consultancy services at Kovilpatti airstrip in Thoothukudi district (the “Assignment”).
2. The name, address, and telephone numbers of TIDCO’s official is Managing Director, Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmi pathi Salai, Egmore, Chennai – 600 008; Phone: 044- 2855 1192; E mail: coord.tndic@tidco.com.
3. Queries raised by the prospective bidders through email and in the pre bid meeting will be clarified during the pre-bid meeting and / or will be communicated by e-mail to all those who have raised their queries regarding the RFP.

The schedule for the bidding process is given below

<b>Milestone</b>	<b>Date</b>
Issue of Advertisement	27-09-2024
Last date for receipt of request for clarifications to be given at the pre bid meeting.	07-10-2024 The queries should be sent by email to the following email address: <a href="mailto:cmd@tidco.com">cmd@tidco.com</a> , coord.tndic@tidco.com. The queries should be sent in Microsoft word format only.
Pre-Bid meeting	3:00 PM on 07.10.2024 at the office of TIDCO, Chennai, 600008/Virtual Bidders who wish to attend the pre bid meeting online are requested to send an email for the meeting link
Last date for submission of bids	21.10.2024 at 3:00 PM
Opening of Technical Proposals	21.10.2024 at 4:00 PM

4. Proposals should be submitted in English language.
5. Proposals must remain valid for 180 days after the submission date.
6. Proposal must be uploaded through [www.tntenders.gov.in](http://www.tntenders.gov.in) on or before 21.10.2024, 3:00 PM.

## D. BACKGROUND TO THE RFP

### 1. BACKGROUND

To help the country overcome its current shortage of trained pilots, decrease its dependence on foreign training for pilots and also contribute significantly to the growth of aviation in the coming years, TIDCO intends to establish a Flying Training Organisation (FTO) in Tamil Nadu where the air traffic and infrastructure are conducive. One of the most conducive site in Tamil Nadu is Kovilpatti, Thoothukudi District due to less air traffic, moderate weather, good visibility.

To cater these FTOs, the Kovilpatti airstrip needs to reconstruct as per the requirements to operate multiple FTOs at one location. To this end, TIDCO invite bidders to submit their proposals for preparing a Detailed Project Report (DPR) and RFP for Selection of contractor for the development of the basic infrastructure for the Kovilpatti airstrip for FTO operations. The DPR shall include the planning, design, and implementation of the FTO, ensuring that the facility meets all regulatory and operational standards.

## E. ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

### 1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION

- 1.1. To be eligible for the qualification and short-listing, the Bidder shall fulfill the following conditions of eligibility:
  - i. The sole bidder should be a registered legal entity recognised under the legal statute of India including any Company, Partnership firms / LLP operating for minimum ten (10) years as on March 31, 2024.
  - ii. The bidder shall not be blacklisted / debarred by any of the Central Government / State Governments of India / agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities/ Multi-Lateral Funding Agencies in India or any other country in the world for any kind of activities.
  - iii. The bidder should have experience of at least one similar project i.e. preparation of a detailed master engineering plan/ Techno Economic Feasibility Report (TEFR) related to the development of infrastructure for FTO/ Airports/ Airstrips/ Air Fields/ Aerodrome. The bidder shall meet these criteria as a sole firm or as a lead bidder of a consortium and the consultancy assignment should have been completed within the last five (5) financial years ending 31.03.2024. This consultancy assignment should necessarily be for a project in India.
  - iv. The bidder should have experience of at least one PMC/PMU project related to the development of infrastructure for FTO/ Airports/ Airstrips/ Air Fields/ Aerodrome/ Infrastructure projects/ Roads & Transport. The bidder shall meet these criteria as a sole firm or as a lead bidder of a consortium and the consultancy assignment should have been completed within the last five (5) financial years ending 31.03.2024. This consultancy assignment should necessarily be for a project in India.
  - v. Financial Eligibility:

The average annual turnover of the bidder should not be less than INR 50 Crore during the last three (3) financial years (i.e., 2021-22, 2022-23, 2023-24). The proposals satisfying the above minimum eligibility criteria will only be considered for further evaluation.
- 1.2. The eligible bidders shall be required to submit self-attested copies of the following along with their Proposal:
  - i. Company incorporation certificate.
  - ii. GST Registration Certificate.
  - iii. Proof for not being blacklisted / debarred by any of the Central Government / State Governments of India / Multi-Lateral Funding Agencies.
  - iv. Details of Permanent Account Number (PAN).
  - v. Documents verifying the project experience claim including the appointment letter / work order / contract agreement and **letter of successful work completion from the client**.
  - vi. Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last three (3) financial years.
  - vii. Self-declaration of not being blacklisted / debarred.

## 2. SELECTION PROCESS

### 2.1. Technical Evaluation Criteria

S No	Evaluation Criteria	Max Marks
1	<p><b>Experience of the Consulting Agency in making Detail Engineering Master Plan:</b></p> <p>Preparation of a master plan, Techno Economic Feasibility Report (TEFR) including detailed engineering related to the development of infrastructure for FTO/ Airports/ Airstrips/ AirFields/ Aerodrome with minimum one project</p> <p>a) 10 marks for fulfilling minimum qualification criteria given above (One Project).</p> <p>b) Additional projects – 10 marks beyond the one minimum qualification project.</p> <p><b>Note:</b></p> <p>The projects claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria and not more than 3 projects in total should be submitted. Any additional project submitted beyond the first three projects will not be evaluated.</p>	20
2	<p><b>Experience of the Consulting Agency as PMC/ PMU:</b></p> <p>At least one PMC/PMU experience related to the development of infrastructure for FTO/ Airports/ Airstrips/ AirFields/ Aerodrome/ Infrastructure projects/ Roads &amp; Transport.</p> <p>a) 10 marks for fulfilling minimum qualification criteria given above (One Project).</p> <p>b) Additional projects – 10 marks beyond the one minimum qualification project.</p> <p><b>Note:</b></p> <p>The projects claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria and not more than 3 projects in total should be submitted. Any additional project submitted beyond the first three projects will not be evaluated.</p>	20
2	<p><b>Approach &amp; Methodology</b></p> <p>a) Presentation of technical approach and methodology: (25 marks)</p> <p>b) Work plan schedule (5 marks)</p>	30

S No	Evaluation Criteria	Max Marks
3	<p><b>Project Team</b></p> <p><b>- Team Leader - 10 marks</b></p> <ul style="list-style-type: none"> <li>▪ Minimum 15 years of experience - 6 marks</li> <li>▪ For every additional 2 years of experience - 2 marks will be given limited to a maximum of 4 marks.</li> <li>▪ Team Leader should be a Post Graduate in Engineering / Management / Planning with specific experience in preparation of detailed Engineering Master Plan, Conceptual design, Engineering design, Infrastructure plan, etc. for FTO/ Airports/ Airstrips/ AirFields/ Aerodrome projects. He / She should have been Team Leader for at least one similar assignment during the last ten years and should be a permanent employee of the firm.</li> </ul> <p><b>- Airport Expert – 8 marks</b></p> <ul style="list-style-type: none"> <li>▪ Minimum 10 years of experience - 6 marks</li> <li>▪ For every additional 2 years of experience - 1 mark will be given limited to a maximum of 2 marks.</li> <li>▪ Domain Expert should be a graduate in Engineering / Management/ Planning with specific experience in preparation of detailed engineering master plan, Engineering design, Infrastructure plan, etc for FTO/ Airports/ Airstrips/ AirFields/ Aerodrome projects.</li> </ul> <p><b>- Architect – 6 marks</b></p> <ul style="list-style-type: none"> <li>▪ Minimum 10 years of experience - 4 marks</li> <li>▪ For every additional 2 years of experience- 1 mark will be given limited to a maximum of 2 marks. Architect should be a Post Graduate in Civil Engineering / Urban Planning / Architecture with experience in planning, designing, costing, master plans / schemes and finalization of specification &amp; functional requirement for FTO/ Airports/ Airstrips/ AirFields/ Aerodrome projects.</li> </ul> <p><b>- Civil Infrastructure Expert - 6 marks</b></p> <ul style="list-style-type: none"> <li>▪ Minimum 10 years of experience - 4 marks</li> <li>▪ For every additional 2 years of experience- 1 mark will be given limited to a maximum of 2 marks.</li> </ul>	30

S No	Evaluation Criteria	Max Marks
	<p data-bbox="375 233 1045 338">Infrastructure Expert should be a graduate in Civil Engineering / Infrastructure planning with experience in FTO/ Airports/ Airstrips/ AirFields/ Aerodrome projects.</p> <p data-bbox="375 411 448 438"><b>Note:</b></p> <ul data-bbox="375 464 1045 667" style="list-style-type: none"> <li data-bbox="375 464 1045 527">▪ The above key staff and minimum experience proposed are mandatory.</li> <li data-bbox="375 533 1045 667">▪ Resume of project team members clearly indicating qualification and experience duly signed by the authorized signatory and by the key personnel to be submitted.</li> </ul>	
	<b>Total</b>	<b>100</b>

**Note:** The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria. Documentary proof for project experience such as work order and completion certificates from respective clients clearly indicating the nature/ scope of work and actual date of completion for such work should be submitted. No more than 3 projects in total should be submitted for project experience. Proposals submitted without this documentary proof and any additional project beyond the first three projects shall not be evaluated. Additional support staff in sufficient numbers shall be proposed by the Bidders. The Bidder shall also provide a detailed work plan and short CVs of support staff as proposed for effective delivery of the Services.



## F. TERMS OF REFERENCE

### **Scope of Consultancy Assignment:**

The selected consultant will be responsible for the following tasks as part of the Detailed Project Report for development of the Kovilpatti existing air strip suitable for code 2B Aircraft operation which include Flying Training Organisation (FTO).

The selected consultant has to prepare the Kovilpatti airstrip in accordance with DGCA Civil Aviation Requirements (CAR) section 4-aerodrome standards and licensing series 'F' part v 01<sup>st</sup> Nov 2022 at Kovilpatti airstrip.

1. Stage 1: Assessment of Project Site
2. Stage 2: Testing of Airstrip Quality
3. Stage 3: Preparation of Master Plan
4. Stage 4: Detailed Engineering and Design for Code 2B and other services
5. Stage 5: Preparation of Detailed Estimates
6. Stage 6: Preparation of RFP and Bid Management Process for selection of Developer.
7. Stage 7: Project Management Services including Construction Supervision

### **1. ASSESSMENT OF PROJECT SITE**

- 1.1. Site Assessment and Survey: The consultant shall analyse the existing site map (will be made available to selected consultant), regional maps, location on Survey of India topo sheets and carry out the required survey such as contour survey, topographical survey, geotechnical survey, etc. Subsequently, the consultant shall submit the list and locations of DGPS pillar and control points. The DGPS instruments used for survey shall meet the level of accuracy specified in ICAO recommendations.
- 1.2. Analysis of the OLS study carried out: Consultant shall study and analyse the OLS study which has already been done by TIDCO and suggest recommendations on declared distances, if any.
- 1.3. Analysis of Topo Survey: Consultant shall study and analyse the Topo Survey which has already been done by TIDCO and if required shall carry out their own surveys to correctly identify requirements and to undertake planning activities
- 1.4. The consultant shall analyse requirement of earth filling and grading, drainage, and soil characteristics, soil treatment/improvement requirements of the site, provision of basic strip, taxi-bays, aprons, peripheries road, fencing etc.
- 1.5. The consultant shall also carry out the meteorological assessment including climatic conditions, wind flow patterns (wind rose diagrams), rainfall data and its services availability. The study shall cover whether the existing strip orientation 17/35 in meeting CAR/ICAO standards.
- 1.6. Other operational and technical assessment of the site.
- 1.7. Identify the EHT/LT electric supply lines that are to be diverted and other obstacles that are within the site other area including approaches of runway(s)

- 1.8. To compare the existing project site feature's suitability for (a) FTO operation, service needs (b) Code 2B aircraft operation and service need. Also to identify parameters that are needed for improvements.

## 2. TESTING OF AIRSTRIP QUALITY

- 2.1. Conduct a comprehensive assessment of the existing airstrip and its strength equivalent representation in terms of ACN and PCN.

- 2.2. To perform technical testing in assessment of the airstrip's quality, including:

### 2.2.1. Runway Pavement Condition:

- i. Assessment of Physical characteristic of existing 17/35 runway and runway basic strips value as per existing condition and slope for Code 2B operations with critical aircraft as Dornier 228.
- ii. Conduct a thorough evaluation of the existing airstrip to assess its current condition.
- iii. Perform technical tests to identify any structural weaknesses, including surface wear, cracks, and load-bearing capacity issues.
- iv. Provide a detailed report with recommendations for repairs or reconstruction, including a component-wise cost estimate.

### 2.2.2. Geotechnical investigation:

- i. Conduct geotechnical tests to assess the soil and subgrade conditions beneath the airstrip and associated infrastructure like runway, apron.
- ii. Prepare structural designs for any necessary foundation improvements, including recommendations for soil stabilization or overlaying.
- iii. Include detailed designs for ancillary structures such as the compound wall/chain link fencing, approach road, perimeter road, and navigational aids such as wind-sock etc.

### 2.2.3. Surface Regularity and alignment:

- i. Evaluate the smoothness and evenness of the runway surface to ensure compliance with aviation standards.
- ii. Evaluate the existing alignment of the runway and make recommendations if any.

### 2.2.4. Drainage System:

- i. Assess the existing drainage system, if available, and recommend improvements or new installations where necessary.
- ii. Provide detailed structural designs for surface correction and drainage system upgrades, including budget estimates.

## 3. PREPARATION OF MASTER PLAN

- 3.1. Prepare the master plan covering the requirement of operational area including Parking Bay for minimum 10 nos code trainer aircraft, other services and plots for the proposed minimum 2 FTOs, service providers area which include FTO Hangers, Teaching cum Laboratory and Administrative area and common amenities physical infrastructure including approach roads, perimeter roads, storm water drainage network with recharge facilities, comprehensive water

supply system, sewerage system along with STP and recycling of treated waste water for green/landscaped areas, electrical distribution center along with locations and capacities of transformers, landscaping plan, access control in the form of entry/exit, security, appropriate fire hydrant systems, etc.

- 3.2. The consultant has to analyse the proposal received (shall be shared with selected consultant) from various FTO operators, conduct stakeholder interaction and accordingly arrive at optimal land block sizes of each FTO operator.
- 3.3. The Consultant has to ensure that the master plan is compliant with all applicable standards and regulations laid down by DGCA, AAI and MOCA.
- 3.4. The master plan for non-instrument runway code 2B operation (critical aircraft - Dornier 228 aircraft). runway with orientation 17/35 to be prepared within length of airstrip available. The master plan shall contain number of taxiways, turn pad, maximum number of parking stand for critical aircraft as suggested, windsock, PAPI, runway, taxiway, apron markings, common ambulance parking area, area mobile ATC tower, parking area for fire tender any other requirements as per Annex 14/Civil Aviation Requirements.
- 3.5. Location of FTO hangers and maximum numbers of hangers for critical aircraft as per standards of ICAO Annex 14 and car. Location for fire hydrants in the airfield.
- 3.6. Location for power-house and water storage for distribution.

#### 4. DETAILED ENGINEERING AND DESIGN

- 4.1. The engineering design shall contain the design of runway, taxi-way, turn-pad, apron, and their characteristics along with basic strips respectively as per ICAO Annex14/CAR for aerodrome reference code 2B operations for critical aircraft Dornier 228.
- 4.2. The Consultant must carry out the detailed engineering and design for the various infrastructure components including but not limited to relaying/reconstruction of airstrip, taxiway, apron, approach roads, perimeter roads, compound wall/chain link fencing, utilities etc. as brought out in the finalized master plan in accordance with the latest relevant standards and guidelines.
- 4.3. The consultant has to prepare a comprehensive infrastructure plan for the finalized master plan including FTO and they are in alignment with applicable DGCA, AAI, and MOCA standards and guidelines.

Sector	Aspect
Physical Infrastructure	The physical infrastructure shall include all required components as per DGCA, AAI and MOCA standards and guidelines such site development, rapid fire Fighting tender, first aid, roads, storm water drainage, comprehensive water supply system, sewerage system and treatment and recycling system, rainwater harvesting system, waste management - domestic and hazardous, power transmission and distribution system, street lighting, landscaping services, access control, visual elements and signages, data & communication, security, etc.
Others	Others as spelt out in the master plan

- 4.4. The infrastructure plan should keep in mind the facilities required by FTO operators and provision of basic utilities to the FTO operators at a common point and should take cognizance of the already available infrastructure in the Kovilpatti Airstrip.
- 4.5. The consultant shall prepare Masterplan and Detailed Engineering including but not limited to the structural design, MEP design. The consultant shall carry out Structural analysis & structural design calculations including seismic design based on design output. Designing the services shall be as per relevant Codes & specifications and compliance to general safety and design standards. Proof Checking of all Design and Drawings to be done through reputed organization(s) approved by TIDCO.

## 5. PREPARATION OF DETAILED ESTIMATES

- 5.1. Provide a detailed estimate for each component of the project including the cost of materials, labor, equipment, and contingency allowances in line with the applicable standard data and applicable schedule of rates for all the physical components along with all calculations and details required for third party peer review / audit (if applicable) and clarify any queries raised by the peer reviewer.
- 5.2. The Consultant should provide details of basic assumptions for unit prices, physical contingencies, price contingencies, escalation and other cost components.
- 5.3. Break down costs into specific categories, such as (a) runway construction (b) aprons (c) FTO common services (d), drainage system installation, lighting and (e) navigational aids, Mobile Tower and support infrastructure.
- 5.4. Include an overall estimate summary, outlining the total projected cost for the airstrip development.
- 5.5. Estimation for strengthening of runway as per critical aircraft, BLAST Pad, Runway End Safety Area (RESA), Turn pad, Runway basic strips, installation Precision approach path indicator (PAPI), windsock and proper drainage and respective runway markings as per ICAO Annex 14 and car. with BOQ.
- 5.6. Estimation for construction of taxiways as per master plan along with basic strips, taxi way marking as per ICAO Annex 14/car. along with BOQ.
- 5.7. Estimation for leveling the airfield as per requirement for code 2B 2b operation for recommended critical aircraft as per ICAO Annex 14 and CAR along with BOQ.
- 5.8. Estimation for provision of fencing as Bureau of Civil Aviation Security (BCAS) norms as per suggestion, security hut, approach roads, perimeter motorable road, aero drome reference point etc. along with BOQ.
- 5.9. Other identified services infrastructures.

## 6. LIAISON WITH GOVERNMENT AGENCIES

- 6.1. Liaison with DGCA, AAI, MOCA and other relevant authorities to ensure compliance to applicable standards and guidelines.
- 6.2. The consultant has to carry out necessary liaison activities with authorities such as DGCA, AAI, MoCA and other authorities as deemed necessary developmental to ensure compliance and necessary approvals for the runway and associated services.

## 7. PREPARATION OF RFP FOR SELECTION OF CONTRACTOR INCLUDING BID MANAGEMENT PROCESS

7.1. The Consultant shall prepare the Tender Documents including Good for Construction drawings based on the approved scope of work and procurement Plan for selection of contractor for infrastructure development at Kovilpatti Airstrip, Thoothukudi District. The process for selection of the implementing agency can be two stage / single stage tendering system. The Consultant shall accordingly prepare the Request for Proposal / Request for qualification documents for inviting bids for contractor. The Consultants shall specify the minimum qualification criteria, bid evaluation criteria along with general conditions and special conditions of contract Technical specifications.

### 7.2. Bid Process:

- i. The Consultant shall support TIDCO for floating of Tender, conducting the Prebid meeting, providing response to the queries sought by the bidders and drafting addendums to Bid documents if any.
- ii. The Consultant shall also assist TIDCO in the opening and evaluation of the Bids and submit a detailed Report to TIDCO and monitoring civil and electrical works at air-field Kovilpatti as per Master Plan
- iii. The Consultant has to carry out the Bid evaluation as per the RFP conditions at each stage of the evaluation along with a comprehensive bid evaluation report covering all the stages as defined in the RFP. In the bid evaluation report, the Consultant has to provide the recommendations and the reasonability of the shortlisted bid followed by assisting TIDCO during the negotiations with the selected bidder.
- iv. The Consultant Shall assist TIDCO in preparing the contract Agreement based on the standard documents of the Government of Tamil Nadu / Government of India, other applicable rules and regulations of the Government and International best practices.

## 8. PROJECT MANAGEMENT SERVICES INCLUDING CONSTRUCTION SUPERVISION

The Consultant shall provide overall Project Management Services covering but not limited to the following:

- Establish Project Management System and procedures
- Planning & Scheduling Control and monitoring
- Cost Control
- Change order Control Management
- Project Documentation Control

During execution of the Project, the Consultant shall act as representatives of TIDCO for reviewing and monitoring the progress and quality of the construction / equipment of the Project. The Consultant shall be fully responsible for effective time & cost control of the Project failing which he shall be liable for levy of penalty if the delay is attributable to the Consultant.

The Project Key Personnel in Point No 2.1 of “Eligibility criteria and evaluation methodology” Table Sl. No 3 and required/proposed additional support staff shall be stationed full time at the Project Site during execution stage after appointment of contractor so as to coordinate the activities between TIDCO and the Contractor(s) and perform the Roles. Project site office with required facilities will be arranged.

### 8.1. Construction Phase:

The role play expected from consultant during the construction phase is as follows:

- a. Prepare a master construction schedule using prima vera or MS project and monitor the project. Review the overall Project Schedules/network, identifying critical path, discussing with the Contractor(s), setting priority activities and the timely completion of the Project.
- b. Shall prepare and implement Quality assurance system by designating a quality assurance manager who shall formulate and monitor the quality system for this project. The quality of the services shall be ensured by deployment of resources – personnel and equipment and through regular interaction with TIDCO.
- c. Monitor the Project (both physical & financial) during entire Project duration and submit monthly reports as well as during intermediate periods, as required by TIDCO. Cost Control of Project considering resource mobilization and resource leveling, Analysis of Project records; Identification of present conditions; Forecasting requirements for completion; Preparation of incremental and cumulative costs records.
- d. Review and update the networks and Project schedules regularly and take / initiate proactive actions to avoid delays and ensuring timely completion of the Project and also suggest remedial actions to catch up the delayed activities.
- e. Develop Project Information system for highlighting slippage and hold up the Contractor(s) for management, action and control.
- f. Shall be a single point contact for all technical and contractual matters as well as site office coordination.
- g. Carry out the function of accounting, financial record and controls of all the Project related activities including payments schedules and deliverables of Contractor(s).
- h. Review and finalize Quality Control Manual and construction safety manual to be prepared by the Contractor(s).
- i. Coordinate the activities such as site take over, discussion with TIDCO and the Contractor(s), review Contractor's work schedule, work plan and implementation schedule as per the contract, review of master list of equipment's and materials, review of master list of personnel review of the Contractor's insurance policy, making arrangements for items like site office, canteen etc.
- j. In case of deviations / variations in the Project design / specifications, the Consultant shall compute the saving / excess in the Project costs due to the same, the time attributable to the deviations, review and recommendation of the rate analysis, estimated quantity, etc.
- k. Shall address issues relating to specific site conditions, design modifications; review matters related to supervision of safety and environment management measures by Contractor(s) for the Project.
- l. Shall supervise Quality control, testing, commissioning process, procedures and assist TIDCO in issuing certificate of satisfactory completion of works / milestones, establishment of quality control lab at site by the Contractor(s). Compile and review all day-to-day quality control data obtained from the construction sites, and verify the

accuracy of such data by random checks of the records and by carrying out independent testing as necessary.

- m. Performance control with respect to the quality of materials proposed by the Contractor(s) and delivered to the Project site by conducting the required test specified in the specifications periodically as set and approved by TIDCO, these will include:
- n. Quality tests on all construction material like reinforcement steel, aggregate, sand, cement, concrete, wood, PVC, pipes & materials etc. as per requirement and make sure they comply with the Standards & Specifications and accepted method of quality control.
- o. Inspection & certification of quality for material /equipment procured by Contractor(s) by inspecting the manufacturer's certificates and test results and ensure compliance with the specifications.
- p. Shall document the Contractor's activities & issue letters/work instructions/notice recommendations as and when required.
- q. Conduct Project site review meetings on weekly basis where TIDCO and other officials of the TIDCO may also be present.
- r. Submit progress reports to TIDCO and in the formats required for various government authorities as necessary.
- s. Shall carryout, in coordination with TIDCO, all the activities required for the safe and timely completion of the Project without cost over-runs / minimizing Cost Over- runs; assure quality of work as per applicable standards in all activities related to the Project.
- t. Liaise with TIDCO and Contractor(s) to resolve design related problems encountered during the Construction Stage.

Consultant is also expected to perform the following activities:

- i. Assist TIDCO to address legal issues associated with the Contract. Any assistance with respect to court cases and contract agreement needs to be provided.
- ii. Analyze and allocate / apportion delays attributable to TIDCO, Contractor(s), etc. and suggest remedial as well as penal action. Assist in interpreting and applying the various legal provisions of the contract documents, and in amicably resolving disputes.
- iii. Examine and make recommendations on all claims from the Contractor(s) for time extension, extra compensation, or expenses or other similar matters.

## 8.2. Post Construction phase:

The activities during the post construction phase expected from the consultant include

- a. Submission of Operational & Maintenance Manuals (both hard & soft)
- b. Review and finalize all as- built drawings/data.
- c. Submit final report, which will contain all technical and financial information of the project right from conceptualization to completion. The final report should be a complete comprehensive document including as-built drawings, Certificate on all installations, variations, problems faced, actions taken, major events, contract changes, claims or disputes or any other substantive matters having an effect on the cost and progress of the work etc.

- d. Monitoring the performance and closing of all outstanding issues
- e. To ensure the constructed building/buildings, infrastructure facilities and all equipment, Mechanical, Electrical and Plumbing facilities in all the packages connected with the project were fully completed and operational in all aspects and then handover to TIDCO.
- f. Addressing all the issues during the defect liability period for all packages.
- g. Preparation Asset register and its record documentation including as built drawing and other documents as required.

## 9. TIMELINES AND PAYMENT TERMS

Sl. No	Deliverable	Timeframe (From date of LoA)	Payment Terms
1.	Submission of Inception Report	T+ 1 week	5%
2.	Submission of Interim Report having preliminary assessment, test reports, survey report	T+ 3 weeks	10%
3.	Submission of DPR having Master Plan, Detailed Design and Detailed Estimates	T+ 5 weeks	10%
4.	Obtain necessary approvals from Government agencies like DGCA, AAI and MOCA.	As per actuals	5%
5.	Submission of tender Documents	T+ 7 weeks	10%
6.	Completion of Bid management process including selection of contractor	T+11 weeks	10%
<b>Stage II – PMC Services – 6 months</b>			
6	Reviewing, monitoring, progress, quality cost and time control, progressing, documentation	This will be paid on monthly basis proportion to the expenditure on the work. However, if the actual manpower deployment by the consultant is less than the projected manpower schedule, the monthly bill will be reduced accordingly.	45%
7	Post Construction activities, final documentation including as built drawings and bringing building for beneficial use and obtain final certification from competent authorities	Post construction and Defect Liability Period – submission of all documents as per scope of work	5%
<b>Total</b>			<b>100%</b>

Assisting preparation various documents to obtain aerodrome License for code 2B/1B operation at Kovilpatti airfield for establishing FTO.

### Note:

- Any delay in the project which is solely due to Consultant, the payment to the Consultant based on the man month fee for these delay months solely accountable on contractor account.
- The Consultant shall specify the above conditions in the contractor Tender Documents.





## G. STANDARD FORMS

Annexure 1: Technical Proposal submission form.

Annexure 2: Format for Power of Attorney for authorized signatory.

Annexure 3: Format for submission of information about the Bidder

Annexure 4: Format for providing a summary of experience of the Bidder.

Annexure 5: Format for providing experience of the Bidder for technical evaluation.

Annexure 6: Description of the methodology and work plan for performing the assignment.

Annexure 7: Team composition and task assignments.

Annexure 8: Format of Curriculum Vitae of proposed professional staff.

Annexure 9: Format for Financial Proposal Submission Form.

Annexure 1: Technical proposal submission form

[Location, Date]

From: (Name of Firm)

To:  
Managing Director, TIDCO  
19-A, Rukmani Lakshmi pathy Road,  
Egmore, Chennai-600 008,  
Tamil Nadu, India

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sir/Ma'am:**

**Subject: Appointment of consultant for the development of the basic infrastructure for the Kovilpatti airstrip for FTO operations Chennai, Tamil Nadu - submission of technical proposal.**

Being duly authorized to represent and act on behalf of .....  
..... (herein after referred to as the "Bidder") and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Bidder) for the captioned Assignment in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of **180 days** from \_\_\_\_\_ (insert Proposal Submission Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Yours sincerely,

**Authorized**

**Signature:**

**Name and Title of Signatory:**

**Name of Firm:**

**Annexure 2: Format for Power of Attorney for authorized signatory**

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms. (name), ..... son/ daughter/ wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 in response to the RFP and submission of our bid for the ..... Assignment proposed by the ..... (the "TIDCO") including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to TIDCO, representing us in all matters before TIDCO, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with TIDCO in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till entering into the Contract with TIDCO.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 2024

For .....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

---

To be submitted in original.

(Name, Title and Address of the Attorney)

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**Annexure 3: Format for submission of information about the Bidder**

<b>S No</b>	<b>Items</b>	<b>Details</b>	
1	Name of the Company		
2	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company}	
3	Bidding Status	{Sole Firm / Lead Member / Member of Consortium}	
4	(a) Postal address of the (b) Telephone no.(s) (c) Fax No.(s) (d) Website, (e) Email	(a) (b) (c) (d) (e)	
5	(a) Name of the authorized representative Designation and postal	(a) (b)	
6	Year of incorporation of the company under the Companies		
7	Banker's Name and Address		
8	Registration Number		
9	Permanent Account Number (PAN) for Income Tax		
10	GST details		
11	Annual turn over the last three completed financial years	Financial Year	Annual Turnover (Rs. Crore)
		FY 2023-24	
		FY 2022-23	
		FY 2021-22	
		Average Annual Turnover (Rs. Crore)	

Signature, Name & Designation of the Authorized Signatory

The following documents shall be provided to demonstrate eligibility.

**Copy of registration certificate issued by registrar of companies/firms.**

**Copy of GST Certificate**

**Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (3) financial years.**

**Auditor's certificate to verify the annual average turnover for the last three financial years in the following format.**

**Certificate from the Auditor**

This is to certify that (**NAME OF THE BIDDER**) has received the payments shown above against the respective years on account of fees from professional advisory services excluding audit and tax services.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorized Signatory)

**Annexure 4: Format to demonstrate technical eligibility**

(To be filled, signed and attached)

**Similar work experience in the last five (5) years.**

<b>Sl No</b>	<b>Period (From-To)</b>	<b>Name of the Assignment</b>	<b>Name of the Client</b>	<b>Location, Country</b>	<b>A Brief Description of the Job</b>	<b>Date of Completion of the transaction</b>

**Signature of Authorized Representative of the bidder Note:**

Documents verifying the claim as per technical eligibility including the letter of successful completion from the client shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly.

**Note: Projects submitted without necessary documentary proof and any additional project beyond the first three projects shall not be evaluated.**



**Annexure 5: Format for providing experience of the bidder for technical evaluation**

Similar Projects carried out in the last five (5) financial years

(Using the format below, provide information on each reference assignment for which your firm/entity, was legally contracted.)

Assignment Name:		Location:
Location within Country:		Professional Staff Provided by Your Firm/entity (Profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months. Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (In Rs.):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative Description of Project including project cost and land area:		
Description of Actual Services Provided by Your Staff:		

**Note: Work order / contract agreement along with completion certificates from client shall be submitted along with the reference**

Annexure 6: Description of the methodology and work plan for performing the assignment

## Annexure 7: Team composition and task assignments

### 1. Technical/ Managerial Staff:

S No	Name	Position	Task
1			
2			
3			
4			

### 2. Support Staff:

S No	Name	Position	Task
1			
2			
3			
4			

**Annexure 8: Format of Curriculum Vitae of proposed professional staff**

Photo of the Expert	1. Name			
	2. Position			
	3. Date of Birth			
	4. Education			
5. Employment Record	From	To	Company	Position Held
6. Total Years of Experience				
7. Years of Experience Relevant to the proposed role				
8. Brief Profile				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Name of assignment of project:				
Year: From:                      To:				
Location:				
Client:				
Main project features:				
Positions held:				
Activities performed:				

## Annexure 9: Format for financial proposal submission Form

Note: The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) the rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

## Annexure 10: Format of Performance Security in the form of unconditional bank guarantee

To  
Managing Director  
Tamilnadu Industrial Development Corporation Limited  
19-A, Rukmini Lakshmi pathi Salai, Egmore, Chennai – 600 008

In consideration of Tamil Nadu Industrial Development Corporation Limited (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 the 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 Award no. .... dated ..... and the Contract to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Contract”) Consulting Services ..... and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Contract. 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 Contract.

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 Contract or by reason of the Consultant’s failure to perform the said Contract. 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 Contract and that it shall continue to be enforceable till all the obligations of the Client under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or

till the Client certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee.

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 Contract 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 Contract 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.

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2024.